

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
AT&T § 51.1.1	AT&T: <u>“Act” means the Communications Act of 1934 [47 U.S.C. 153], as amended by the Telecommunications Act of 1996, Public Law 104-104, 110 Stat. 56 (1996) codified throughout 47 U.S.C.</u>	The parties have agreed to the first “Whereas clause,” which refers to the Telecommunications Act of 1996 as “the Act.” However, this is not a complete definition. Because the “Act” is referred to in various places in the ICA, it should be fully defined to avoid confusion. Pellerin Direct at 7.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
UTEX § 51.1	UTEX: 800 Data Base Access Service — The term “800 Data Base Access Service” denotes a toll-free originating Trunk-side Access Service when the 8XX Service Access Code (i.e., 800, 822, 833, 844, 855, 866, 877, or 888 as available) is used. The term 8XX is used interchangeably with 800 Data Base Service.	This term is not used in any of the NIM attachments or in the Appendix ITR. The Commission should strike this term from the ICA. Boyd Direct at 37, 39.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators concur with AT&T Texas and decline to adopt this definition.</i>
UTEX § 51.2	UTEX: Access — “Access” is synonymous with “Exchange Access” as defined in § 153(16) of the Communications Act. An entity that does not provide Telephone Toll service may also voluntarily subscribe to Access.	Access and Exchange Access are not synonyms. The term Exchange Access is specifically defined in the Act, while the term Access is not. Access is a more generic term that is sometimes used to mean exchange access, or it may be used instead of the more specific terms switched access or special access, or it may be used as an adjective or a verb. McPhee Direct at 18.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that UTEX’s proposed definition should not be included in the ICA because the term “Access” as defined by UTEX is not synonymous with Exchange Access. Exchange Access is defined in the Act in Section 153(16) to mean the offering of access to telephone exchange services or facilities for the purpose of the</i>

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		<p>Moreover, even though UTEX states in its definition that Access is synonymous with Exchange Access, it does not define them the same way. In defining the term Access, UTEX goes beyond the Act's definition of Exchange Access and adds a sentence that is nowhere to be found in the Act's definition: "An entity that does not provide Telephone Toll service may also voluntarily subscribe to Access." This is an example of where UTEX has simply lifted a definition from its IGI-POP tariff and dropped it into its proposed ICA. It makes no sense to state that Access is synonymous with Exchange Access as defined in the Act, and in the next breath offer additional language to qualify the application of the term Access in the ICA. The additional sentence is inappropriate for a definition in any event, since a definition is not the place to include terms and conditions regarding the application of that term. Moreover, neither party is subscribing to access services through the ICA, so any provision regarding who may or may not subscribe to Access is misplaced in an ICA. McPhee Direct at 19.</p>		<p><i>origination or termination of telephone toll services. In contrast, UTEX's proposed definition would allow an entity <u>not</u> providing toll services to subscribe to access. Furthermore, the Arbitrators find that the term "access" is a generic term and may be read as an adjective or a verb depending on the context of its use. The Arbitrators find that it is unnecessary to define the term "access" in the ICA because the meaning of the term is self-explanatory depending on the context in which it is used in the ICA.</i></p>

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UTEX § 51.3	UTEX: Access Code — A uniform seven digit code assigned by a Local Exchange Company to an individual Legacy Interexchange Carrier. The seven digit code has the form 101XXXX or 950-XXXX.	This term is not used in any of the NIM attachments or in the Appendix ITR. The Commission should strike this term from the ICA. Boyd Direct at 37, 39. <i>See also</i> discussion of “Legacy” below.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators concur with AT&T Texas and decline to adopt this definition.</i>
AT&T § 51.1.2	AT&T: “Access Compensation”	Issue closed. Term withdrawn.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that this definition should not be included in the ICA because AT&T Texas has withdrawn it.</i>
UTEX § 51.4	UTEX: Access Customer Name Abbreviation (ACNA) — A three alphanumeric character code that identifies Legacy PSTN Carriers from which Access Services bills are generated when the PSTN Carrier provides originating or terminating per minute Traffic.	This term is not used in any of the NIM attachments or in the Appendix ITR. The Commission should strike this term from the ICA. Boyd Direct at 37, 39. <i>See also</i> discussion of “Legacy” below.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators concur with AT&T Texas and decline to adopt this definition.</i>
UTEX § 51.5	UTEX: Access Minutes — The purchase of usage based Exchange Access facilities by an Interexchange Carrier, Local Exchange Carrier	UTEX’s proposed definition is derived from UTEX’s IGI-POP tariff. It is not used in “Attachment 6 to Network Interconnection Methods: Intercarrier Compensation,”	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC</i>	<i>The Arbitrators conclude that UTEX’s proposed definition should not be included in the ICA because the term “Access Minutes” does not appear in the intercarrier compensation</i>

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	or CMRS Carrier for the purpose of providing intrastate, interstate or foreign Legacy IntraLATA or InterLATA Interexchange Service.	(“NIM 6”), which contains the terms governing intercarrier compensation between the parties. McPhee Direct at 20. In addition, UTEX includes the qualifier “Legacy” in its definition, which is inappropriate. <i>Id.</i> at 20-21. <i>See also</i> discussion of “Legacy” below.	<i>Issue 61, UTEX Position Statement.</i>	<i>language proposed by the parties or approved by the Arbitrators in Attachment 6 to NIM: Intercarrier Compensation.</i>
UTEX § 51.6	UTEX: Access Node — A Local Exchange Company central office (CO Access Node) or a customer designated premises (Premises Access Node) equipped to interface with a Legacy Interexchange Carrier.	This term is not used in any of the NIM attachments or in the Appendix ITR. The Commission should strike this term from the ICA. Boyd Direct at 37, 39. <i>See also</i> discussion of “Legacy” below.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators concur with AT&T Texas and decline to adopt this definition.</i>
AT&T § 51.1.3 UTEX § 51.9	<u>AT&T: “Access Service Request” (ASR) is an industry standard form used by the Parties to add, establish, change or disconnect trunks for the purposes of Interconnection.</u> UTEX: Access Service Request (ASR) — An industry service order format used by Access Service customers and Access providers as agreed to by the Ordering and Billing Forum.	AT&T Texas’ proposed definition appropriately reflects that an Access Service Request (“ASR”) is an industry standard order form with which other carriers order services from AT&T Texas for purposes of interconnection. Hamiter Direct at 33. UTEX’s language fails to delineate that the ASR is used for interconnection; its language also incorporates its faulty definition of “Access.” <i>See</i> discussion of “Access” above.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>

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UTEX § 51.7	UTEX: Access Tandem – Interexchange — An Exchange Carrier switching system that provides a concentration and distribution function for originating or terminating Switched Access traffic between Local Exchange Carriers, Legacy Interexchange Carriers and CMRS Carriers.	This term is not used in any of the NIM attachments or in the Appendix ITR. The Commission should strike this term from the ICA. Boyd Direct at 37, 39. <i>See also</i> discussion of “Legacy” below.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators concur with AT&T Texas and decline to adopt this definition.</i>
AT&T § 51.1.4	AT&T: “<u>Accessible Letters</u>” are <u>correspondence used to communicate pertinent information regarding AT&T TEXAS to the client/End User community.</u>	This term should be defined in the ICA to clearly describe what is meant when it is used in the ICA. AT&T Texas’ proposed definition accurately reflects the intended use of the term and is consistent with the law. UTEX offered no competing definition nor any testimony about this definition. Pellerin Direct at 63-64.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA. Finally, inclusion of this definition is consistent with the Arbitrators’ decision allowing the use of such letters.</i>
AT&T § 51.1.5	AT&T: “Account Owner	Issue closed. Term withdrawn.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that this definition should not be included in the ICA because AT&T Texas has withdrawn it.</i>

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AT&T § 51.1.6	AT&T: “Advanced Services”	Issue closed. Term withdrawn.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that this definition should not be included in the ICA because AT&T Texas has withdrawn it.</i>
UTEX § 51.10	UTEX: Advance Payment — Payment of all or part of a charge required before the start of service.	The term “Advance Payment” should be rejected because the term is not used in the ICA. Pellerin Direct at 65.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that UTEX’s proposed definition for the term should not be included in the ICA because the term is not used in the ICA.</i>
AT&T § 51.1.7	AT&T: <u>“Affiliate” is As Defined in the Act.</u>	AT&T Texas’ reasonably points to the FTA to define this term. UTEX opposes this definition, but offers no competing definition. Pellerin Direct at 63. AT&T Texas’ language is appropriate since it identifies the source of the definition and would automatically incorporate any changes Congress might make to the definition as found in the Act.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
UTEX § 51.11	UTEX: Alternate Access — Alternate Access has the same meaning as Local Access except that the provider of the service is an entity other than the local Exchange Carrier authorized or permitted	This term is not used in any of the NIM attachments or in the Appendix ITR. The Commission should strike this term from the ICA. Boyd Direct at 37, 39.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators concur with AT&T Texas and decline to adopt this definition.</i>

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	to provide such service. The charges for Alternate Access may be specified in a private agreement rather than in a published or special Tariff if private agreements are permitted by applicable governmental rules.			
AT&T § 51.1.8	AT&T: <u>“Alternate Billing Service” (ABS) means a service that allows End Users to bill calls to accounts that may not be associated with the originating line. There are three types of ABS calls: calling card, collect and third number billed calls.</u>	This term should be defined in the ICA to clearly describe what is meant when it is used in the ICA. AT&T Texas’ proposed definition accurately reflects the intended use of the term and is consistent with the law. UTEX offered no competing definition nor any testimony about this definition. Pellerin Direct at 63-64.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA.</i>
AT&T § 51.1.9	AT&T: <u>“Applicable Law” means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs and approvals, including those relating to the environment or health and safety, of any Governmental Authority that apply to the Parties or the subject matter of this Agreement.</u>	This term should be defined in the ICA to clearly describe what is meant when it is used in the ICA. AT&T Texas’ proposed definition accurately reflects the intended use of the term and is consistent with the law. UTEX offered no competing definition nor any testimony about this definition. Pellerin Direct at 63-64.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
AT&T §	AT&T: <u>“As Defined in the</u>	AT&T Texas proposes to utilize	<i>“UTEX’s definitions are wholly</i>	<i>The Arbitrators conclude that</i>

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51.1.10	<u>Act” means as specifically defined by the Act.</u>	various definitions from the FTA. This definition is a reasonable and necessary corollary to those definitions. Pellerin Direct at 63.	<i>compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
AT&T § 51.1.11	AT&T: “As Described in the Act”	Issue closed. Term withdrawn.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that this definition should not be included in the ICA because AT&T Texas has withdrawn it.</i>
UTEX § 51.12	UTEX: Authorized User — A person, firm, corporation or other entity that either is authorized by a Party’s Customer to use Services or is placed in a position by the Party’s Customer, either through acts or omissions, to use Services. A Joint User is one example, but not the only kind, of Authorized User.	UTEX’s definition should be rejected. First, AT&T Texas does not use the term, so there is no need to include a definition. Second, UTEX’s term is too broad, insofar as it includes any entity or anybody who uses a party’s customer’s services ultimately obtained from the ICA, whether actually authorized to do so or not. It is inappropriate to define Authorized User to include entities or individuals that are not actually authorized to use the service. Pellerin Direct at 64-65.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that UTEX’s proposed definition should not be included in the ICA because it is overbroad and unnecessary.</i>
AT&T § 51.1.12	AT&T: <u>“Automated Message Accounting” (AMA) is a structure inherent in switch</u>	The ICA needs a definition of Automated Message Accounting and only AT&T Texas has proposed one. AMA is inherent	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly</i>

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	<u>technology that initially records Telecommunication message information. AMA format is contained in the Automated Message Accounting document published by Telcordia (formerly known as Bellcore) as GR-1100-CORE, which defines and amends the industry standard for message recording.</u>	to switch technology that initially records Telecommunication message information. The AMA format is documented in the Automated Message Accounting document published by Telcordia (formerly known as Bellcore) as GR-1100-CORE, which defines and amends the industry standard for message recording. Hamiter Direct at 34.	<i>said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
UTEX § 51.13	UTEX: Automatic Number Identification or ("ANI") — The delivery of the calling party's billing number by a local exchange carrier to any interconnecting carrier for billing or routing purposes, and to the subsequent delivery of such number to Customers.	Automatic Number Identification ("ANI") is a generally understood term in the telecommunications industry and it is not necessary to define it in the ICA. To the extent a definition is needed, it should be based on Telcordia document BR 795-400-100, COMMON LANGUAGE® <i>Message Trunk Circuit Codes (CLCI™ MSG Codes)</i> , which defines ANI as "Automatic equipment at a local dial central office used on customer dialed toll calls to identify the calling station and transmit its identity to the CAMA equipment by sending multifrequency pulses over the same trunk after the dial pulsing is completed." The definition UTEX has made up for ANI is not consistent with the industry	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that the term is generally understood within the telecommunications industry. UTEX offers no argument in support of the term's inclusion. The Arbitrators decline to adopt this definition.</i>

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		definition and should be rejected.		
AT&T § 51.1.13	AT&T: “Billed Number Screening”	Issue closed. Term withdrawn.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that this definition should not be included in the ICA because AT&T Texas has withdrawn it.</i>
UTEX § 51.14	UTEX: Bit — The smallest unit of information in the binary system of notation.	This term is not used in any of the NIM attachments or in the Appendix ITR. The Commission should strike this term from the ICA. Boyd Direct at 37, 39.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators concur with AT&T Texas and decline to adopt this definition.</i>
AT&T § 51.1.14	AT&T: <u>“Bona Fide Request” (BFR) is the process described in the applicable Appendix UNE.</u>	AT&T Texas proposes to add language to the GTC definitions referencing Bona Fide Request (“BFR”) as the process described in the UNE attachment. UTEX has not indicated the basis for any objection to this seemingly uncontroversial language. Niziolek Direct at 30-31.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA.</i>
AT&T § 51.1.15	AT&T: <u>“Business Day” means Monday through Friday, excluding holidays on which the applicable AT&T-owned ILEC does not provision new retail services and products.</u>	This term should be defined in the ICA to clearly describe what is meant when it is used in the ICA. AT&T Texas’ proposed definition accurately reflects the intended use of the term and is consistent with the law. UTEX offered no competing definition nor any testimony about this definition. Pellerin Direct at 63-64.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>

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AT&T § 51.1.16	AT&T: <u>“Busy Line Verification” (BLV) means a service whereby an End User requests an operator to confirm the busy status of a line.</u>	The ICA needs a definition of Busy Line Verifications and only AT&T Texas has proposed one. BLV is a procedure that enables a telephone operator to verify that a telephone line is busy. To use this service, a customer provides a telephone number to the operator, and the operator can verify whether or not the number is busy. Hamiter Direct at 41.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
AT&T § 51.1.17	AT&T: <u>“CABS” means the Carrier Access Billing System.</u>	This term should be defined in the ICA to clearly describe what is meant when it is used in the ICA. AT&T Texas’ proposed definition accurately reflects the intended use of the term and is consistent with the law. UTEX offered no competing definition nor any testimony about this definition. Pellerin Direct at 63-64.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
AT&T § 51.1.18	AT&T: “Calling Card Service”	Issue closed. Term withdrawn.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that this definition should not be included in the ICA because AT&T Texas has withdrawn it.</i>
AT&T § 51.1.19	AT&T: “Calling Name Database”	Issue closed. Term withdrawn.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC</i>	<i>The Arbitrators conclude that this definition should not be included in the ICA because AT&T Texas has withdrawn it.</i>

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			<i>Issue 61, UTEX Position Statement.</i>	
AT&T § 51.1.20	AT&T: “Calling Name Delivery Service”	Issue closed. Term withdrawn.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that this definition should not be included in the ICA because AT&T Texas has withdrawn it.</i>
AT&T § 51.1.21	AT&T: “Calling Name Information”	Issue closed. Term withdrawn.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that this definition should not be included in the ICA because AT&T Texas has withdrawn it.</i>
AT&T § 51.1.22	AT&T: “Calling Number Delivery”	Issue closed. Term withdrawn.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that this definition should not be included in the ICA because AT&T Texas has withdrawn it.</i>
AT&T § 51.1.23 UTEX § 51.15	AT&T: <u>“Calling Party Number” (CPN) means a Signaling System 7 “SS7” parameter whereby the ten (10) digit number of the calling Party is forwarded from the End Office.</u>	CPN is a SS7 parameter (or a subfield in the Initial Address Message) whereby the ten (10) digit number of the calling party is forwarded from the originating end office to the terminating end office. CPN is required by the terminating carrier for billing of access type calls. CPN is also	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA including intercarrier compensation language approved by the Arbitrators in</i>

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	UTEX: Calling Party Number (“CPN”) — The subscriber line number or the directory number contained in the calling party number parameter of the call set-up message associated with an interstate call on a Signaling System 7 network.	required for delivery of Caller ID. Hamiter Direct at 34-35. AT&T Texas’ definition appropriately reflects that CPN is the ten digit number of the calling party. UTEX’s definition is vague and confusing insofar as it refers to “subscriber line number or the directory number.” <i>See also</i> discussions of definition of NANP below and NIM Issue 6-5a, b & d in Section V.A of AT&T Texas’ Brief.		<i>Attachment 6 to NIM : Intercarrier Compensation. Furthermore, AT&T Texas’s proposed definition is consistent with the Arbitrators’ ruling on what constitutes a valid CPN under DPL Issue AT&T NIM 6-5. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
UTEX § 51.16	UTEX: Callable E-mail Address — A Session Internet Protocol (SIP) method of addressing a call to an IGI-POP location customer not using the PSTN.	This term is not used in any of the NIM attachments or in the Appendix ITR. The Commission should strike this term from the ICA. Boyd Direct at 37, 39.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators concur with AT&T Texas and decline to adopt this definition.</i>
UTEX § 51.17	UTEX: Carrier or Common Carrier — See Interexchange Carrier or Exchange Carrier.	The proposed definition is unhelpful in that it simply refers to two other definitions; Interexchange Carrier or Exchange Carrier (LEC). Both parties are proposing separate definitions for each of these elsewhere in the GTC. The definition for “Carrier or Common Carrier” should be deleted as it produces confusion where none should exist; a party can simply refer to the appropriate definition for either IXC or	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that UTEX’s proposed definition should not be included in the ICA because the definition simply refers to two other definitions which the Arbitrators have addressed elsewhere.</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
		Exchange Carrier (LEC). McPhee Direct at 16-17.		
AT&T § 51.1.24	AT&T: <u>“Central Automatic Message Accounting (CAMA) Trunk” means a trunk that uses Multi-Frequency (MF) signaling to transmit calls from UTEX’s switch to an AT&T TEXAS E911 Selective Router.</u>	This is one of a number of terms used in the ICA for which AT&T Texas offers a definition to which UTEX objects, but UTEX offers no competing definition of its own. Nor did UTEX identify any problems with the proposed definition of this term in its testimony. These terms should be defined in the ICA to clearly describe what is meant when the terms are used in the ICA. AT&T Texas’ proposed definitions accurately reflect the intended use of the terms and are consistent with the law. Neinast Direct at 7-8.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
AT&T § 51.1.25	AT&T: <u>“Centralized Message Distribution System”</u>	Issue closed. Term withdrawn.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that this definition should not be included in the ICA because AT&T Texas has withdrawn it.</i>
AT&T § 51.1.26 UTEX §§ 51.18	AT&T: <u>“Central Office Switch” means a switching system within the public switched telecommunications network, including but not limited to the following:</u>	AT&T Texas’ proposed definitions makes clear that end office switches are used for receiving and terminating traffic to and from purchasers of local exchange services. The AT&T Texas definitions and descriptions represent the definitions that are	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definitions for “Central Office Switch” and “Tandem Office Switches” or “Tandems”, should be included in the ICA because they clearly describe what is meant when these</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	<p>i) <u>"End Office Switches" or "End Office" which are switching mechanisms whereby traffic is received and terminated to from purchasers of local exchange services.. An End Office Switch does not include a PBX</u></p> <p>ii) <u>"Tandem Office Switches" or "Tandems" which are switches used to connect and switch trunk circuits between Central Office Switches. Central Office Switches may be employed as combination End Office/Tandem Office switches. A Tandem Switch does not include a PBX.</u></p> <p>UTEX:</p> <p>51.18. Central Office Switch — A switching system within the public switched telecommunications network, including the following:</p>	<p>accepted industry-wide. Hamiter Direct at 35-36. UTEX's definition references its improper definitions of "End User" and "End Use Customer" (<i>see</i> discussion of Issue GTC 65 in Section V.A of AT&T Texas' Brief). In addition, UTEX's definition includes the term "Customer Exchange Services," which appears to be undefined. Finally, UTEX's definition inappropriately gives it the right to designate what is an end office switch, rather than rely on a clear definition to delineate what is or is not an end office switch.</p>		<p><i>terms are used in the ICA. Furthermore, the Commission approved these definitions in the Docket No. 28821 CLEC Coalition ICA.</i></p> <p><i>Concerning the use of PBXs as end offices, the Commission decision in Docket No. 29944, which was upheld in Docket No. 33323, reads as follows: (Arbitration Award at 12-13)</i></p> <p><i>SBC Texas has the right to expect that any UTEX-proposed method meets the appropriate standards for the Class 5 switch which is the industry standard in the telecommunications industry. Moreover, UTEX is required to comply with this requirement in accordance with its contract. Therefore, the Arbitrators determine that pursuant to Attachment 25: ISDN Interconnection Methods, Appendix A, § 9, UTEX will assume responsibility to modify its network elements to perform as a Class 5</i></p>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	<p>51.18.1. End Office Switches —Switches where End User, End Use Customer or Customer Exchange Services are directly connected and offered. UTEX may designate any device that offers such service as its “End Office Switch.”</p> <p>51.18.2. Tandem Office Switches or Tandems — Switches used to connect and switch trunk circuits between Central Office Switches. Central Office Switches may be employed as combination End Office/Tandem Office switches.</p>			<p><i>switch including but not limited to signaling, billing and error treatment. (Docket No. 29944 Arbitration Award at 48-49).</i></p> <p><i>In the above award, the Commission allowed ISDN as a technically feasible method of interconnection, but recognized that ISDN trunks normally terminate on a PBX rather than a Class 5 switch. Therefore, the Commission stipulated that if ISDN was to be used for interconnection and be terminated in a PBX, the PBX had to be modified to behave like a Class 5 switch. Because the Commission found that it might be possible to make such modifications, the Arbitrators conclude AT&T Texas’s proposed language proscribing the use of a PBX to be inappropriate.</i></p> <p><i>Based on the foregoing, the Arbitrators modify and adopt AT&T Texas’s proposed “End Office Switches” or “End Office” definition as follows:</i></p> <p>i) "End Office Switches" or “End Office” which are</p>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
				switching mechanisms whereby traffic is received and terminated to from purchasers of local exchange services. An End Office Switch does not include a PBX.
UTEX § 51.19	UTEX: Central Office Terminations — Any cable or facility assignment which can be used for either the beginning or ending point for an Unbundled Network Element. Collocation and Fiber Termination Plan (“FTP”) are available methods for UTEX to establish Central Office Terminations at the Distribution Frames of the ILEC.	UTEX’s definition is unnecessary: the term is not used anywhere in the ICA other than in the Liquidated Damages Appendix, which the Commission should reject as inappropriate for the reasons set out elsewhere. The definition is also incorrect because it is limited to unbundled elements. If central office terminations are to be defined, they should be defined to include any termination in the central office for any service offered by AT&T Texas. The definition is also incorrect because it fails to recognize that termination for a UNE would occur in the CLEC’s collocation cage and only transit the AT&T Texas MDF to get to its final termination point within the collocation cage of the CLEC. Terminations for all other service type offerings such as resale or retail would occur on the AT&T Texas MDF. If this term is to be defined, AT&T Texas	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that this term is used only in UTEX’s proposed Liquidated Damages Appendix, which they have declined to adopt. Therefore, the Arbitrators decline to adopt this definition.</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
		recommends that the definition be corrected as set forth above. Hatch Direct at 26-27.		
UTEX § 51.20	UTEX: Channel(s) — An electrical or, in the case of fiber optic-based transmission systems, a photonic communications path between two or more points of termination.	This is one of a number of terms that UTEX has proposed to include in the ICA which AT&T Texas believes are not used and are also ambiguous. This definition is inaccurate and does not serve any purpose. Neinast Direct at 8-9. UTEX did not address its proposed definition in its testimony.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators concur with AT&T Texas and decline to adopt this definition.</i>
UTEX § 51.21	UTEX: Charge number — The delivery of the calling party’s billing number in a Signaling System 7 environment by a local exchange carrier to any interconnecting carrier for billing or routing purposes, and to the subsequent delivery of such number to end users.	This term is not used in any of the NIM attachments or in the Appendix ITR. The Commission should strike this term from the ICA. Boyd Direct at 37, 39.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators concur with AT&T Texas and decline to adopt this definition.</i>
UTEX § 51.22	UTEX: CLEC Network — Any combination of owned or leased facilities (including AT&T Texas UNEs) in any area where AT&T Texas is the incumbent LEC. For the purposes of Liquidated Damages for UNEs, UTEX must have an established network	This term is not used in any of the NIM attachments or in the Appendix ITR. The Commission should strike this term from the ICA. Boyd Direct at 38-39.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators concur with AT&T Texas and decline to adopt this definition.</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	which includes Central Office Terminations in order to order a UNE.			
AT&T § 51.1.27 UTEX § 51.23	<p>AT&T: <u>"Collocation" means an arrangement whereby one Party (the "Collocating Party") leases space at an AT&T Texas premises where facilities are terminated in its equipment necessary for Interconnection or for access to Network Elements on an unbundled basis. Collocation may be "physical" or "virtual."</u></p> <p>UTEX: Collocation — An arrangement whereby one Party's (the "Collocating Party") facilities are terminated in its equipment necessary for Interconnection or access to Network Elements on an unbundled basis which has been installed and maintained at the premises of a second Party (the "Housing Party"). Collocation may be "physical" or "virtual." In "Physical Collocation," the Collocating Party installs</p>	<p>AT&T Texas' proposed definition language complies with the FCC's definition of collocation as found in the Act. The definition of collocation have already been approved by this Commission for other CLECs. On the other hand, UTEX's proposed definition in the GTC Attachment of the ICA bears little resemblance to the FTA definition of collocation and is far beyond what is required for collocation. UTEX's definition also goes beyond the terms that AT&T Texas is required to provide under the Commission's approved definition. The details within the definition proposed by UTEX are neither appropriate nor within the context of collocation. The specific terms and conditions for collocation should be in the collocation appendices, not a definition in the GTCs. Niziolek Direct at 9-10.</p>	<p><i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i></p>	<p><i>The Arbitrators conclude that AT&T Texas's proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved substantially the same definition in the Docket No. 28821 CLEC Coalition ICA.</i></p> <p><i>The Arbitrators find that UTEX offers no argument in support of its proposed definition.</i></p> <p><i>Therefore, the Arbitrators adopt AT&T Texas's proposed definition.</i></p>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	<p>and maintains its own equipment in the Housing Party's premises. In "Virtual Collocation," the Housing Party installs and maintains the collocated equipment in the Housing Party's premises. Collocation includes, but is not limited to, collocation of 38 GHz basic transmission equipment. UTEX may collocate, "physically" or "virtually", remote switch modules (RSMs) in AT&T Texas' central offices. UTEX may collocate switching equipment in AT&T Texas' central offices without AT&T Texas' consent.</p>			
UTEX § 51.24	<p>UTEX: Combination — the direct combination by AT&T Texas or UTEX of two or more Network Elements. A "Combination" does not include the use of two or more UNEs if UTEX utilizes its own facilities either through collocation or Central Office Termination. A UNE that</p>	<p>This term is a generally understood term whose meaning is found in an ordinary dictionary. The term has specialized meaning in the ICA only in context, such as the UNE combinations available in the Appendix UNE, and that meaning is understood in that context and in conjunction with other terminology. Hatch Direct at 24-25; Niziolek Direct at 31-32. Moreover, UTEX's</p>	<p><i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i></p>	<p><i>The Arbitrators conclude that UTEX's proposed definition should not be included in the ICA because what constitutes a "Combination" in the context of UNEs is addressed in the UNE language approved by the Arbitrators.</i></p>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	may be further unbundled (such as a loop) does not contain a combination of UNEs if it is obtained as an individual UNE.	language is inconsistent with the <i>TRO</i> and the <i>TRRO</i> and the Supreme Court's <i>Verizon</i> decision. AT&T Texas should not be compelled to unbundle any network element, whether on a standalone basis or in combination, when there is no such requirement under FCC rules and associated FCC and judicial orders. <i>Id.</i>		
AT&T § 51.1.28 UTEX § 51.25	<p>AT&T: <u>"Common Channel Signaling" or "CCS" is a special network, fully separate from the transmission path of the public switched network that digitally transmits call set-up and network control data.</u></p> <p>UTEX: Common Channel Signaling (CCS) — A high speed packet switched communications network which is separate (out of band) from the public packet switched and message networks. It is used to carry addressed signaling messages for individual trunk circuits and/or database related services between signaling points in the CCS</p>	<p>For some unknown reason, UTEX appears to propose two different definitions for Common Channel Signaling (at § 51.25 and § 51.27). Both should be rejected. UTEX's definition in § 51.25 is circular and confusing, defining CCS as a network used to carry signaling messages between points in the CCS network. <i>See</i> discussion below regarding UTEX's proposal for § 51.27).</p> <p>AT&T Texas' definition, on the other hand, is clear and accurate and should be adopted.</p>	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators adopt AT&T Texas's proposed definition because it is the clearer and more concise of the two definitions offered by the parties and is consistent with the definition approved in Docket No. 28821.</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	network.			
UTEX § 51.26	UTEX: Commission — Texas Public Utility Commission.	Issue closed. AT&T accepts UTEX's definition.	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that the following definition should be included in the ICA:</i> <i>"'Commission' – Public Utility Commission of Texas"</i> <i>UTEX's proposed definition does not properly state the name of the agency.</i>
AT&T § 51.1.29	AT&T: <u>"Common Language Location Identifier" (CLLI) codes provide a unique 11-character representation of a network interconnection point. The first 8 characters identify the city, state and building location, while the last 3 characters identify the network component.</u>	This term is used in various places throughout the ICA and AT&T Texas' proposed definition should be placed in the ICA, as UTEX has not proposed a definition for this term. The CLLI Code is an important piece of information that is needed to establish an interconnection with UTEX. Boyd Direct at 19-21.	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas's proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
AT&T § 51.1.30	AT&T: <u>"Consequential Damages" means Losses claimed to have resulted from any indirect, incidental, reliance, special, consequential, punitive, exemplary, multiple or any other Loss, including damages claimed to have resulted</u>	This term should be defined in the ICA to clearly describe what is meant when it is used in the ICA. AT&T Texas' proposed definition accurately reflects the intended use of the term and is consistent with the law. UTEX offered no competing definition nor any testimony about this definition. Pellerin Direct at 63-64.	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas's proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	<u>from harm to business, loss of anticipated revenues, savings, or profits, or other economic Loss claimed to have been suffered not measured by the prevailing Party's actual damages, and regardless of whether the Parties knew or had been advised of the possibility that such damages could result in connection with or arising from anything said, omitted, or done hereunder or related hereto, including willful acts or omissions.</u>			
UTEX § 51.27	UTEX: Common Channel Signaling” or “CCS” — A special network, fully separate from the transmission path of the public switched network that digitally transmits call set-up and network control data. The parties hereby agree that an ISDN D-Channel, which unlike SS7, utilizes transmission paths of the public switched network to digitally transmit call set-up and network control data is a method of interconnecting “CCS”	For some unknown reason, UTEX appears to propose two different definitions for Common Channel Signaling (at § 51.25 and § 51.27). Both should be rejected. UTEX’s definition in § 51.27 is incorrect. UTEX proposes that "Common Channel Signaling” include signaling for Internet Protocol. AT&T Texas’ message network utilizes TDM protocol. Its network is not compatible with IP Protocol. Calls that are in IP format must first be converted to the TDM format before they are delivered to AT&T Texas for termination. AT&T Texas’ switches cannot process IP calls;	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators decline to adopt UTEX’s proposed definition because it fails to address the key factor in interconnection method viability, which is “technical feasibility,” as defined by the FCC. Furthermore, the proposed language goes beyond the scope of a definition by seeking to be a substantive provision of the ICA on whether SIP and ISDN are interconnection methods. This issue is addressed at length in the text of the Award in the sections titled “Technically Feasible Forms</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	type information. The parties hereby agree that Session Internet Protocol, which unlike SS7 and ISDN, utilizes transmission paths created via Internet Protocol networks to digitally transmit call set-up and network control data is a method of interconnecting “CCS” type information.	therefore, AT&T Texas objects to the UTEX language and asks Commission to disallow this language in the ICA. Hamiter Direct at 36.		<i>of Interconnection” and “Signaling.”</i>
UTEX § 51.28	UTEX: Conventional Signaling — The inter-machine signaling system has been traditionally used in North America for the purpose of transmitting the called number’s address digits from the originating Central Office Switch which originates the call. In this system, all of the dialed digits are received by the originating switch, a path is selected, and the sequence of supervisory signals and outpulsed digits is initiated. No overlap outpulsing ten digit ANI, ANI information digits, or acknowledgment link are included in this signaling	This term is not used in any of the NIM attachments or in the Appendix ITR. The Commission should strike this term from the ICA. Boyd Direct at 38-39.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators concur with AT&T Texas and decline to adopt this definition.</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	sequence.			
AT&T § 51.1.31	AT&T: <u>“Customer Usage Data” means the Telecommunications Services usage data of a UTEX End User measured in minutes, sub-minute increments, message units, or otherwise, that is recorded by AT&T TEXAS and forwarded to UTEX.</u>	Issue closed. Term withdrawn.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that this definition should not be included in the ICA because AT&T Texas has withdrawn it.</i>
AT&T § 51.1.32	AT&T: <u>“Custom Local Area Signaling Service Features” (CLASS) means certain call-management service features that are currently available from AT&T TEXAS’ local networks. These could include: Automatic Call Back; Automatic Recall; Call Trace; Caller Identification and related blocking features; Calling Number Delivery; Customer Originated Trace; Distinctive Ringing/Call Waiting; Selective Call Forward; and Selective Call Rejection.</u>	This term should be defined in the ICA to clearly describe what is meant when it is used in the ICA. AT&T Texas’ proposed definition accurately reflects the intended use of the term and is consistent with the law. UTEX offered no competing definition nor any testimony about this definition. Pellerin Direct at 63-64.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA.</i>
AT&T §	AT&T: <u>“Customer Name</u>	AT&T Texas’ proposed definition	<i>“UTEX’s definitions are wholly</i>	<i>The Arbitrators conclude that</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
51.1.33	<u>and Address Information” (CNA) means the name, service address and telephone numbers of a Party’s End Users for a particular Exchange Area. CNA includes nonpublished listings, coin telephone information and published listings.</u>	is reasonable and appropriate. UTEX offers no competing definition. Neighbors Direct at 10.	<i>compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
AT&T § 51.1.34	<u>AT&T: “Data Interexchange Carrier” (DIXC) is a process designed to facilitate the reciprocal exchange of voice traffic load data between the AT&T TEXAS and CLECs interconnecting with its network. This reciprocal exchange of data enables AT&T TEXAS and each CLEC to have a complete view of traffic loads on both ends of two-way trunk groups. The knowledge of call attempt and overflow data counts on both ends of a two-way trunk group enables each company to more accurately estimate the offered, and thereby better estimate, the required quantities of</u>	AT&T withdraws its definition for Data Interexchange Carrier (“DIXC”). A new data exchange system, TIKI, has replaced DIXC. TIKI is identified in ITR § 9.3 as “[a] trunk group utilization report.” It is available on request. Hamiter Direct at 37.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that this definition should not be included in the ICA because AT&T Texas has withdrawn it.</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	<u>trunks.</u>			
AT&T § 51.1.35	<p>AT&T:</p> <p><u>51.1.35 —</u> <u>“Delaying Event” means any failure of a Party to perform any of its obligations set forth in this Agreement, caused in whole or in part by:</u></p> <p><u>51.1.35.1 the failure of the other Party to perform any of its obligations set forth in this Agreement, including but not limited to a Party’s failure to provide the other Party with accurate and complete Service Orders;</u></p> <p><u>51.1.35.2 any delay, act or failure to act by the other Party or its End User, agent or subcontractor; or</u></p> <p><u>51.1.35.3 any Force Majeure Event.</u></p>	<p>This term should be defined in the ICA to clearly describe what is meant when it is used in the ICA. AT&T Texas’ proposed definition accurately reflects the intended use of the term and is consistent with the law. UTEX offered no competing definition nor any testimony about this definition. Pellerin Direct at 63-64.</p>	<p><i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i></p>	<p><i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i></p>
AT&T § 51.1.36	<p>AT&T: <u>“Dialing Parity” is As Defined in the Act. As used in this Agreement, Dialing Parity refers to both Local Dialing Parity</u></p>	<p>Issue closed. Term withdrawn.</p>	<p><i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1,</i></p>	<p><i>The Arbitrators conclude that this definition should not be included in the ICA because AT&T Texas has withdrawn it.</i></p>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	<u>and Toll Dialing Parity.</u>		<i>Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	
AT&T § 51.1.37	<p>AT&T:</p> <p><u>51.1.37 — “Digital Signal Level” is one of several transmission rates in the time-division multiplex hierarchy.</u></p> <p><u>51.1.37.1 “Digital Signal Level 0” (DS-0) is the 64 Kbps zero-level signal in the time-division multiplex hierarchy.</u></p> <p><u>51.1.37.2 “Digital Signal Level 1” (DS-1) is the 1.544 Mbps first-level signal in the time-division multiplex hierarchy.</u></p> <p><u>51.1.37.3 “Digital Signal Level 3” (DS-3) is the 44.736 Mbps third-level signal in the time-division multiplex hierarchy.</u></p>	<p>AT&T Texas’ proposed definitions for DS0, DS1 and DS3 should be included in the ICA because these terms identify transmission levels at which any carrier can interconnect with AT&T Texas. To not include them in the definitions could lead to confusion on the part of the ordering carrier and, quite possibly, inadvertently cause incorrectly provisioned facilities on the part of AT&T Texas. UTEX has not proposed any definitions for these terms. Hamiter Direct at 11-12.</p>	<p><i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i></p>	<p><i>The Arbitrators conclude that AT&T Texas’s proposed definitions should be included in the ICA because they clearly describes what is meant when these terms are used in the ICA. Furthermore, the Commission approved these definitions in the Docket No. 28821 CLEC Coalition ICA.</i></p>
AT&T § 51.1.38	<p>AT&T: <u>“Digital Subscriber Line” (DSL) is as defined in the applicable Appendix DSL and/or the applicable tariff, as appropriate.</u></p>	<p>AT&T Texas proposes to add a reference to the GTC definitions stating that Digital Subscriber Line is defined in the applicable ICA or tariff. UTEX has not indicated the basis for any objection to what should be a</p>	<p><i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position</i></p>	<p><i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission</i></p>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
		non-controversial proposal. Niziolek Direct at 56-57.	<i>Statement.</i>	<i>approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
UTEX § 51.30	UTEX: Duplex Service — Service which provides for simultaneous transmission in both directions.	This term is not used in any of the NIM attachments or in the Appendix ITR. The Commission should strike this term from the ICA. Boyd Direct at 38-39.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators concur with AT&T Texas and decline to adopt this definition.</i>
AT&T § 51.1.39	AT&T: <u>“Electronic File Transfer” is any system or process that utilizes an electronic format and protocol to send or receive data files.</u>	This term is used in the ICA and should be defined to clearly describe what is meant when it is used. AT&T Texas’ proposed definition accurately reflects the intended use of the term and is consistent with the law. UTEX objects, but UTEX offers no competing definition of its own. Hatch Direct at 22-23.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
AT&T § 51.1.40 UTEX § 51.29, 51.31, 51.32	AT&T: <u>“End User” or “End User Customer” means any individual, business, association, corporation, government agency or entity other than an Interexchange Carrier (IXC), Competitive Access Provider (CAP) or Wireless Carrier (also known as a Commercial Mobile Radio Service (CMRS) provider) that subscribes to</u>		<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>This issue is addressed in the text of the Award in the section titled “End User Definition.”</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	<p><u>Telecommunications Services provided by either of the Parties and does not resell it to others.</u> <u>As used herein, this term does not include any of the Parties to this Agreement with respect to any item or service obtained under this Agreement.</u></p> <p>UTEX:</p> <p>51.31 End Use Customer — A non wholesale customer that receives local, non-toll telecommunications services, as distinct from long distance, toll telecommunications service.</p> <p>51.32 End User —End User means any Customer of a telecommunications service that is not a carrier except that a carrier or Party shall be deemed to be an “end user” when such carrier or Party uses a telecommunications service for administrative purposes. A person or</p>			

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	<p>entity that offers telecommunications services exclusively as a reseller shall be deemed to be an “end user” if all resale transmissions offered by such reseller originate on the premises of such reseller. A person or entity that utilizes a Party’s telecommunications services shall be deemed to be an “end user” even if such an entity uses all or part of the service as an input to the Person or entity’s customers’ own service.</p> <p>51.29 Customer — The person, firm, corporation or other entity which orders or obtains service from a Party and is responsible for the payment of charges and for compliance with the Party’s regulations and the contract, tariff and/or Service Order.</p>			
UTEX § 51.33	<p>UTEX: Enhanced service — Voice mail, Internet service, tele-messaging services, information services and other</p>	<p>This definition reiterates a non-inclusive list similar to that in UTEX’s proposed definition for ESP, adding that such services are “an enhanced service under</p>	<p><i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex.</i></p>	<p><i>The Arbitrators note that the FCC defined the term “enhanced service” in 47 CFR 64.702 as “services, offered over common carrier</i></p>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	<p>services either party agrees is an enhanced service under Section 153(20) of the Act and/or 47 CFR 64.702.</p>	<p>Section 153(20) of the Act and/or 47 CFR 64.702.” AT&T Texas’ proposed definition of ESP fully and accurately contemplates enhanced services under its definition of ESP, as those services are defined in 47 CFR 64.702. UTEX’s definition for Enhanced Service should be rejected, and AT&T Texas’ terminology should be used. McPhee Direct at 39-40. <i>See also</i> discussion of “Enhanced Service Provider” below.</p>	<p><i>1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i></p>	<p><i>transmission facilities used in interstate communications, which employ computer processing applications that act on the format, content, code, protocol or similar aspects of the subscriber's transmitted information; provide the subscriber additional, different, or restructured information; or involve subscriber interaction with stored information.” The Arbitrators conclude that the definition of the term “Enhanced Services” should refer to 47 CFR 64.702.</i></p> <p><i>Enhanced Service – Service as defined in 47 CFR Section 64.702</i></p>
<p>AT&T § 51.1.41</p> <p>UTEX § 51.34</p>	<p>AT&T: <u>Enhanced Service Provider</u>” (ESP) is a <u>provider of enhanced services as those services are defined in 47 CFR Section 64.702.</u></p> <p>UTEX: Enhanced Service Provider (ESP) — ESPs include but are not limited to voice mail companies, Internet Service Providers,</p>	<p>AT&T Texas’ definition is more appropriate than UTEX’s because AT&T Texas’ is more accurate and complete. AT&T Texas defines an ESP as it is defined in 47 CFR §64.702. UTEX, on the other hand, provides a non-inclusive list of what it asserts are ESPs, such as voice mail companies and tele-messaging companies. By not limiting itself to the examples it has listed, UTEX is leaving the definition</p>	<p><i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i></p>	<p><i>The Arbitrators adopt AT&T’s proposed definition because it is tied to the applicable FCC rule.</i></p>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	Information Service Providers and tele-messaging companies. For purposes of this agreement, all ESPs, whether affiliated or not, are to be treated as End Users, End Use Customers and Customers if the ESP avails itself of the FCC ESP exemption.	open for later expansion and/or interpretation, inviting dispute. UTEX's definition also provides that ESPs are End Users, End Use Customers and Customers. As discussed at Section II.B of AT&T Texas' brief, the ESP Exemption does not apply for purposes of intercarrier compensation. McPhee Direct at 38-39. <i>See also</i> discussion of Issue GTC 65 regarding definition of "End User" in Section V.A of AT&T Texas' Brief).		
UTEX § 51.35	UTEX: The "ESP Exemption" is an affirmative exercise of federal regulatory authority over interstate service whereby, despite heavy use of interstate service, the FCC allows ESPs to purchase flat rated service to terminate and originate traffic over Local Exchange Carrier and CMRS networks without creating any liability for the payment of Exchange Access charges. When an ESP takes advantage of the ESP exemption, it is exempt from being charged Interstate or Intrastate Exchange	The term "ESP Exemption" is not used anywhere in the ICA except within UTEX's proposed definitions for ESPs and ESP Traffic. <i>See</i> discussion of each herein. The term serves no purpose within the ICA, and as discussed in connection with intercarrier compensation (<i>see</i> Section II.B of AT&T Texas' brief), the ESP Exemption is not applicable to any <i>traffic</i> exchanged between AT&T Texas and UTEX. McPhee Direct at 39.	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators decline to adopt UTEX's proposed definition for "ESP Exemption." The Arbitrators note that the relevance of the ESP exemption, if any, is limited to addressing intercarrier compensation and the term is not used in the language approved by the Arbitrators for Attachment 6 to NIM: Intercarrier Compensation.</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	Interexchange Access charges on a usage sensitive basis. An ESP, at its election, may choose to not avail itself of the ESP exemption and instead subscribe to interstate Access tariffs such as AT&T's TIPTOP tariff.			
UTEX § 51.36	UTEX: "ESP Traffic" — Traffic to or from an Enhanced Service Provider.	As used by UTEX, the term ESP Traffic is ambiguous. UTEX defines ESP traffic as "any traffic to or from an Enhanced Service Provider." As discussed above, UTEX's definition of ESP leaves the door open to wide interpretation, and the corresponding definition for ESP Traffic is broader still. UTEX is attempting to give an ambiguous definition to a form of traffic and categorize as much traffic as possible as ESP Traffic so it can apply its proposed bill and keep compensation to it. In other words, UTEX seeks to avoid paying either reciprocal compensation or switched access charges for this traffic. McPhee Direct at 39.	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>This term is addressed in the text of the Award in the section titled "Intercarrier Compensation for Traffic Involving UTEX's ESP Customers."</i>
UTEX § 51.37	UTEX: Ethernet Voice Session (EVS) — A unit for measuring the number of simultaneous unique IP	This term is not used in any of the NIM attachments or in the Appendix ITR. The Commission should strike this term from the	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be</i>	<i>The Arbitrators concur with AT&T Texas and decline to adopt this definition.</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	voice communication paths which can occur over a physical Internet Connection to the IGI-POP.	ICA. Boyd Direct at 38-39.	<i>said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	
AT&T § 51.1.42 UTEX § 51.39	AT&T: <u>"Exchange Access" is As Defined in the Act.</u> UTEX: Exchange Access — The offering of access to telephone exchange services or facilities for the purpose of the origination or termination of telephone toll services.	AT&T Texas' reasonably points to the FTA to define this term. McPhee Direct at 17-18. UTEX seems to agree that the FTA is the correct source for this definition. Feldman Direct at 241. The only difference is that UTEX proposes to set out the words of the FTA definition, while AT&T Texas proposes to simply reference the Act. <i>Id.</i> AT&T Texas' language is preferable since it identifies the source of the definition and would automatically incorporate any changes Congress might make to the definition as found in the Act.	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas's proposed definition should be included in the ICA because it references the FTA, which is source of the definition, and would automatically incorporate any changes made to the definition in the future.</i>
AT&T § 51.1.43	AT&T: <u>"Exchange Area" means an area, defined by the Commission, for which a distinct local rate schedule is in effect.</u>	AT&T Texas offers a straightforward definition of Exchange Area (GTC AT&T Section 51.1.43), by simply referring to a Commission-defined area where a distinct local rate schedule is in effect. The retail exchange areas, or local calling areas (LCAs) represent the appropriate delineation for establishing the "local" nature of a call for intercarrier compensation because these exchange areas are established by	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas's proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
		the Commission. McPhee Direct at 28.		
AT&T § 51.1.44	AT&T: <u>“Exchange Message Interface” (EMI) (formerly Exchange Message Record - EMR) is the standard used for exchange of Telecommunications message information among Telecommunications Carriers for billable, non-billable, sample, settlement and study data. EMI format is contained in Telcordia Practice BR-010-200-010, CRIS Exchange Message Record.</u>	This term should be defined in the ICA to clearly describe what is meant when it is used in the ICA. AT&T Texas’ proposed definition accurately reflects the intended use of the term and is consistent with the law. UTEX offered no competing definition nor any testimony about this definition. Pellerin Direct at 63-64.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
AT&T § 51.1.45	AT&T: <u>“Exchange Service” means Telephone Exchange Service, As Defined in the Act.</u>	A definition for exchange service is necessary because it is the service provided by telecommunications carriers within the exchange area. AT&T Texas defines Exchange Service to mean Telephone Exchange Service as defined in the Act. The term Exchange Service is used throughout the ICA by both AT&T Texas and UTEX. As such, it is appropriate to provide a definition consistent with the Act. McPhee Direct at 29.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA</i>
AT&T §	AT&T: <u>“Feature Group</u>	FGA is closely related to the FX	<i>“UTEX’s definitions are wholly</i>	<i>The Arbitrators conclude that</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
51.1.46	<p><u>A” (FGA) means calls either originated by, or delivered to, an End User who has purchased switched access FGA service from the interstate or intrastate tariffs of either Party. FGA also includes, but is not limited to, FGA-like services provided by either Party, where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one LATA but where the Party receiving the call is physically located in a LATA different than the LATA of the Party originating the call. The intercarrier compensation mechanism as well as additional definitions for FGA are specified in the appropriate Appendix FGA.</u></p>	<p>service discussed below, but applies for InterLATA traffic as opposed to IntraLATA traffic. AT&T Texas has proposed the definition approved in Docket No. 28821 for the CLEC Coalition, while UTEX does not propose a definition of FGA at all. Since both parties use the term FGA in their proposed contract language, the term should be defined. McPhee Direct at 36. AT&T Texas’ definition is based on standard industry terminology and should be adopted because it provides clarity and certainty regarding the intended meaning for the related contract provisions. <i>Id.</i> at 8.</p>	<p><i>compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i></p>	<p><i>AT&T Texas’s proposed definition should be included in the ICA, with a modification, because it clearly describes what is meant when this term is used in the ICA. The last sentence of the definition refers to Appendix FGA, which does not appear in the ICA. The Arbitrators, therefore, modify AT&T Texas’s proposed definition as follows:</i></p> <p><i>“Feature Group A” (FGA) means calls either originated by, or delivered to, an End User who has purchased switched access FGA service from the interstate or intrastate tariffs of either Party. FGA also includes, but is not limited to, FGA-like services provided by either Party, where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one LATA but where the Party receiving the call is physically located in a LATA different than the LATA of the Party originating the call. The intercarrier compensation mechanism as well as additional definitions for FGA</i></p>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
				<i>are specified in the appropriate Appendix FGA.</i> <i>Furthermore, the Commission approved the modified definition in the Docket No. 28821 CLEC Coalition ICA.</i>
AT&T § 51.1.47	AT&T: <u>“Feature Group D” (FGD) is access available to all customers, providing trunk side access to a Party’s End Office Switches with an associated uniform 101XXXX access code for customer’s use in originating and terminating communications.</u>	Both parties use this term in their proposed contract language, including in defining other terms. AT&T Texas proposes the definition approved in Docket No. 28821 for the CLEC Coalition, while UTEX does not propose a definition at all. McPhee Direct at 24. AT&T Texas’ definition is based on standard industry terminology and should be adopted because it provides clarity and certainty regarding the intended meaning for the related contract provisions. <i>Id.</i> at 8.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
AT&T § 51.1.48	AT&T: <u>“FCC” means the Federal Communications Commission.</u>	This term should be defined in the ICA to clearly describe what is meant when it is used in the ICA. AT&T Texas’ proposed definition accurately reflects the intended use of the term and is consistent with the law. UTEX offered no competing definition nor any testimony about this definition. Pellerin Direct at 63-64.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
AT&T § 51.1.49	AT&T: <u>“Fiber Meet” means an Interconnection architecture method</u>	AT&T Texas has proposed a definition of Fiber Meet to be included in the GTC attachment.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	<u>whereby the Parties physically Interconnect their networks via an optical fiber interface (as opposed to an electrical interface) at a mutually agreed upon location, at which one Party's responsibility or service begins and the other Party's responsibility ends.</u>	This term is needed in the ICA since one of the methods of interconnection propose by AT&T Texas is Fiber Meet. Boyd Direct at 11-12. UTEX has not identified any problems with AT&T Texas' proposed definition.	<i>and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
UTEX § 51.40	UTEX: Fiber Optic Cable — A thin filament of glass with a protective outer coating through which a light beam carrying communications signals may be transmitted by means of multiple internal reflections to a receiver, which translates the message.	This term is not used in any of the NIM attachments or in the Appendix ITR. The Commission should strike this term from the ICA. Boyd Direct at 38-39.	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators concur with AT&T Texas and decline to adopt this definition.</i>
UTEX § 51.41	UTEX: Firm Order Confirmation (FOC) — Acknowledgment by a Party of receipt of a Service Request from the other Party and commitment by the other Party of a Service Date.	The Firm Order Confirmation ("FOC") is an acknowledgement that the ILEC has received the CLEC's request and an acknowledgement that the request has been sent downstream from the OSS to the back-end ordering systems. It is not, however, a commitment of a hard and fast service date. FOC is a term that is readily understood by the industry and needs no definition within the	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that the following definition should be included in the ICA:</i> <i>"Firm Order Confirmation (FOC) means a notice returned from AT&T Texas in response to an Access Service Request from UTEX that confirms receipt of the request, follows industry-standard formats, and contains the</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
		<p>parties' agreement. If one is to be included, however, it should be either the definition used by the FCC in its Memorandum Opinion and Order in FCC 05-184 or the definition used by Telcordia in its July 1999 Report to this Commission. UTEX's proposed definition seeks to redefine the industry's long held FOC definition and should be rejected. Christensen Direct at 14-17.</p>		<p><i>AT&T Texas confirmed due date for order completion."</i></p> <p><i>This definition is reasonable and includes language drawn from FCC order 05-184 and from the sections of the Docket No. 28821 CLEC Coalition and CJP ICAs that describe the content of an FOC.</i></p>
UTEX § 51.42	<p>UTEX: Firm Order Commitment — A reply from AT&T Texas that establishes a scheduled completion date for the establishment of a UNE for use by UTEX.</p>	<p>UTEX seeks to define a term that is not generally accepted in the industry. As it applies to the CLEC ordering process, the proper term is Firm Order Confirmation. There is a very real difference between Firm Order Confirmation" not "Firm Order Commitment." A Firm Order Confirmation occurs subsequent to the CLEC's submission of a service request. As noted above, the FOC is a response sent from AT&T Texas to the CLEC that essentially says that AT&T Texas has received the CLEC's service request, has input the service request into the downstream ordering systems, and, barring any unforeseen circumstances, will meet the due date that is returned via the FOC. It means nothing more than that. It is not, as UTEX would have it, "A reply from</p>	<p><i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i></p>	<p><i>The Arbitrators conclude that UTEX's proposed definition should not be included in the ICA because the term Firm Order Commitment does not appear in the OSS language approved by the Arbitrators.</i></p>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
		AT&T Texas that establishes a scheduled completion date for the establishment of a UNE for use by UTEX.” Christensen Direct at 17-18.		
AT&T § 51.1.50 UTEX § 51.43	AT&T: <u>“Foreign Exchange” or “FX-like” Service means a service whereby calls either originated by or delivered to a customer who has purchased FX service from the state or interstate tariffs of either Party. FX also includes, but is not limited to, FX-like services provided by either Party where calls are originated from and/or delivered to numbers which are assigned to a Rate Center within one local calling area but where the Party receiving the call is physically located outside of that local calling area. FX service can be either interLATA or intraLATA. InterLATA FX, where the originating and receiving parties are physically located in different LATAs, is considered equivalent to FGA and the intercarrier</u>	AT&T Texas proposes the definition that was adopted for the CLEC Coalition in Docket No. 28821. It provides for both physical and virtual (i.e., FX-like) FX services and addresses both IntraLATA and InterLATA configurations. InterLATA FX, where the calling and called parties are physically located in different LATAs, is appropriately considered equivalent to FGA service. In addition, IntraLATA FX, when carried by an IXC, is treated the same as other IXC-carried traffic, i.e., jointly provided and subject to MPB. McPhee Direct at 34. UTEX’s definition is less comprehensive than AT&T Texas’ because it omits the distinction between InterLATA and IntraLATA FX, as well as any consideration of IXC-carried traffic as being jointly provided. Furthermore, UTEX applies FX services to what it has defined as End Users, End Use Customers, or Customers. Because the jurisdiction of traffic is based on	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>

AT&T Texas provided in its Initial Brief the text shown here in normal font. The Arbitrators have added the text in italics.

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	<p><u>compensation mechanism is the same as FGA. IntraLATA FX, when provided by two or more local exchange carriers “LECs”, is considered a jointly provided service and meet-point billed by those providing it utilizing a mutually agreed to meet-point billing, or meet-point billing like procedure.</u></p> <p>UTEX: Foreign Exchange (FX) services — Service offerings purchased by FX customers which allow such FX customers to obtain exchange service from a mandatory local calling area other than the mandatory local calling area where the FX customer is physically located. FX service enables particular End Users, End Use Customers or Customers to avoid what might otherwise be toll calls between the FX customer’s physical location and customers in the foreign exchange. There are two types of FX</p>	<p>the physical location of the originating and terminating end users, the use of the term Customers in place of End Users could improperly impact what is considered an FX service. <i>Id.</i> at 35. <i>See also</i> discussion of using End User rather than Customers at Issue GTC 65 in Section V.A of AT&T Texas’ Brief.</p>		

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	services: Dedicated FX Traffic and Virtual Foreign Exchange Traffic.			
UTEX § 51.43.1	UTEX: Dedicated FX Traffic — Those calls routed by means of a physical, dedicated circuit delivering dial tone or otherwise serving an End User's, End Use Customer's or Customer' station from a serving Central Office (also known as End Office) located outside of that station's mandatory local calling area. Dedicated FX Service permits the End User, End Use Customer or Customer physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in that "foreign" exchange.	The definition for Dedicated FX Traffic is similar to definition approved in Appendix Compensation in Docket No. 28821, with one very important exception: the use of end user rather than customer. McPhee Direct at 35. AT&T Texas disputes UTEX's use of the term customer instead of end user. <i>See</i> discussion of using End User rather than Customers at Issue GTC 65 in Section V.A of AT&T Texas' Brief. In addition, these terms are more appropriately discussed within the compensation appendix. McPhee Direct at 35.	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators note that the term "Dedicated FX Traffic" is addressed in the intercarrier compensation language approved by the Arbitrators and appropriately uses the term "end user." The Arbitrators therefore decline to adopt UTEX's proposed definition. The definition of the term "End User" is addressed in the text of the Award in the section titled "End User Definition."</i>
UTEX § 51.43.2	UTEX: Virtual Foreign Exchange (FX) Traffic (also known as "FX-type Traffic") — Those calls	The definition for Dedicated FX Traffic is similar to definition approved in Appendix Compensation in Docket No.	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be</i>	<i>The Arbitrators note that the term "Virtual Foreign Exchange (FX) Traffic" is addressed in the intercarrier</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	<p>delivered to telephone numbers that are rated as local to the other telephone numbers in a given mandatory local calling area, but where the recipient End User's, End Use Customer's or Customer's station assigned that telephone number is physically located outside of that mandatory local calling area. Virtual FX Service also permits an End User, End Use Customer or Customer physically located in one exchange to be assigned telephone numbers resident in the serving Central (or End) Office in another, "foreign," exchange, thereby creating a local presence in the "foreign" exchange. Virtual FX Service differs from Dedicated FX Service, however, in that Virtual FX end users continue to draw dial tone or are otherwise served from a Central (or End) Office which may provide service across more than one Commission-</p>	<p>28821, with one very important exception: the use of end user rather than customer. McPhee Direct at 35. AT&T Texas disputes UTEX's use of the term customer instead of end user. <i>See</i> discussion of using End User rather than Customers at GTC Issue 65 in Section V.A of AT&T Texas' Brief. In addition, these terms are more appropriately discussed within the compensation appendix. McPhee Direct at 35.</p>	<p><i>said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i></p>	<p><i>compensation language approved by the Arbitrators and appropriately uses the term "end user." The Arbitrators therefore decline to adopt UTEX's proposed definition. The definition of the term "End User" is addressed in the text of the Award in the section titled "End User Definition."</i></p>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	prescribed mandatory local calling area, whereas Dedicated FX Service End Users, End Use Customers or Customers draw dial tone or are otherwise served from a Central (or End) Office located outside their mandatory calling area.			
UTEX § 51.44	UTEX: FX Telephone Numbers (also known as “NPA-NXX” codes) — Those telephone numbers with different rating and routing points relative to a given a mandatory local calling area. FX Telephone Numbers that deliver second dial tone and the ability for the calling party to enter access codes and an additional recipient telephone number remain classified as Feature Group A (FGA) calls, and are subject to the originating and terminating carrier’s tariffed Switched Exchange Access rates (also known as “Meet Point Billed” compensation), or if jointly provisioned FGA	UTEX’s definition of FX Telephone Numbers is similar but not identical to the language proposed by AT&T in NIM 6, § 1.4.2.2, which appears to be opposed in large part by UTEX. It is unclear why UTEX proposes language in the GTCs that it opposes in NIM 6. In any event, these terms are more appropriately discussed within the compensation appendix and AT&T’s proposed language in its § 1.4.2.2 should be adopted. The Commission should reject UTEX’s proposed GTC § 51.44.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators note that the term “FX Telephone Numbers” is addressed in the intercarrier compensation language approved by the Arbitrators. The Arbitrators therefore decline to adopt UTEX’s proposed definition.</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	service, subject to the terms and conditions of Appendix FGA.			
AT&T § 51.1.52	AT&T: “ Fraud Monitoring System ”	Issue closed. Term withdrawn.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that this definition should not be included in the ICA because AT&T Texas has withdrawn it.</i>
AT&T § 51.1.53	AT&T: “ <u>Governmental Authority</u> ” means <u>any federal, state, local, foreign, or international court, government, department, commission, board, bureau, agency, official, or other regulatory, administrative, legislative, or judicial authority with jurisdiction over the subject matter at issue.</u>	This term should be defined in the ICA to clearly describe what is meant when it is used in the ICA. AT&T Texas’ proposed definition accurately reflects the intended use of the term and is consistent with the law. UTEX offered no competing definition nor any testimony about this definition. Pellerin Direct at 63-64.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA.</i>
AT&T § 51.1.54	AT&T: “ Group Record ”	Issue closed. Term withdrawn.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that this definition should not be included in the ICA because AT&T Texas has withdrawn it.</i>
UTEX § 51.46	UTEX: Hardwire Capacity Available — The AT&T Texas	UTEX’s definition makes no sense. If AT&T Texas were unable to fulfill a UNE loop for	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law</i>	<i>The Arbitrators concur with AT&T Texas and decline to adopt this definition.</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	<p>response on a high speed UNE loop or sub-loop request if and only if AT&T Texas is unable to fulfill the UNE loop request from the requested Central Office but has the ability to reach the customer for itself or on behalf of or in conjunction with one or more of its affiliates because of the design of its network (such as Pronto or BPON.)</p>	<p>any CLEC because of its network design or architecture, that inability would be because the CLEC is not entitled to UNEs on that type of design or architecture. AT&T Texas provides these type of architectures for services that are resale or retail, or they are provided under Commercial Agreements with CLECs for such services as Local Wholesale Complete (“LWC”) or Advanced Broadband Service (“ABBS”) within its hybrid loop architecture. UTEX’s proposed definition is inconsistent with the rules that were put in place by the FCC in the <i>TRO</i> and <i>TRRO</i>. Hatch Direct at 27-28. Moreover, the term is not one generally used in the industry and represents an attempt by UTEX to circumvent the industry collaborative process by creating its own version of OSS. This language would require AT&T Texas to develop a never-before-defined response message that only UTEX would receive. The refinement of the OSS is a collaborative effort of the industry and is not developed based on the request of any one user. Christensen Direct at 18-19.</p>	<p><i>and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i></p>	
<p>UTEX § 51.47</p>	<p>UTEX: Hub — A Party’s Premises or office where all facilities are</p>	<p>This term is not used in any of the NIM attachments or in the Appendix ITR. The Commission</p>	<p><i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law</i></p>	<p><i>The Arbitrators concur with AT&T Texas and decline to adopt this definition.</i></p>

AT&T Texas provided in its Initial Brief the text shown here in normal font. The Arbitrators have added the text in italics.

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	terminated for purposes of interconnection to Trunks and/or cross-connection to distant ends.	should strike this term from the ICA. Boyd Direct at 38-39.	<i>and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	
UTEX § 51.48	UTEX: High Speed Loop — Any loop or sub-loop which is also an engineered designed circuit by AT&T Texas. These loops include but are not limited to DS-1 (T-1), DS-3, OC-3, OC-12, OC-48, fiber based loops, and DSL loops.	This definition applies to high capacity loop type circuits. The term “high speed loop” should not be used. Instead, the term “high capacity lawful UNE loop” should be used as discussed in the Lawful UNE appendix and the <i>TRRO</i> . The loops listed in UTEX’s definition are for the most part declassified loops that AT&T Texas no longer unbundles. The Commission should use the terminology proposed by AT&T Texas as it follows the guidelines laid out in the <i>TRO</i> and <i>TRRO</i> on declassification of high capacity lawful UNE loops. Hatch Direct at 23.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators concur with AT&T Texas and decline to adopt this definition.</i>
AT&T § 51.1.55 UTEX §§ 51.49	AT&T: <u>“Incumbent Local Exchange Carrier” (ILEC) is As Defined in the Act.</u> UTEX: Incumbent LEC (“ILEC”) —A Local Exchange Carrier that, with respect to an area: (A) on the date of	AT&T Texas’ reasonably points to the FTA to define this term. McPhee Direct at 25. UTEX seems to agree that the FTA is the correct source for this definition based on its proposed definition. The only difference is that UTEX proposes to set out the words of the FTA definition, while AT&T Texas proposes to simply reference the Act. <i>Id.</i> AT&T	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it references the FTA, which is source of the definition, and would automatically incorporate any changes made to the definition in the future.</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	<p>enactment of the Telecommunications Act of 1996, provided telephone exchange service in such area; and</p> <p>(B)(i) on such date of enactment, was deemed to be a member of the exchange carrier association pursuant to section 69.601(b) of the Commission's regulations (47 C.F.R. 69.601(b)); or</p> <p>(ii) is a person or entity that, on or after such date of enactment, became a successor or assign of a member described in clause (i).</p>	<p>Texas' language is preferable since it identifies the source of the definition and would automatically incorporate any changes Congress might make to the definition as found in the Act.</p>		
UTEX § 51.50	<p>UTEX: Individual Case Basis — A service arrangement in which the regulations, rates and charges are developed based on specific circumstances.</p>	<p>Though it is true that AT&T Texas use the term ICB within its UNE and Collocation Attachments, the ICB process is used for determining rates and charges if a specific product or arrangement does not currently have them in place. UTEX's definition indicates that an ICB is also the basis for regulation, which is nonsensical. Regulations are determined by governmental bodies, not parties to a contract. Niziolek at 19-20.</p>	<p><i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i></p>	<p><i>The Arbitrators conclude that UTEX's proposed definition should not be included in the ICA because it is inappropriate to refer to regulations when defining the term "Individual Case Basis." Instead, the Arbitrators adopt the following definition for Individual Case Basis:</i></p> <p><i>"Individual Case Basis" means a service arrangement in which the rates and charges are developed by the parties based on specific</i></p>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
				<i>circumstances, including the appropriate costs incurred in providing the service or product requested by CLEC.</i>
UTEX § 51.51	UTEX: Information Breach — Either the misclassification of the availability status of a high speed loop or the refusal to provide information in a timely manner when requested.	For the reasons discussed in connection with GTC Issue 29, the Commission should reject UTEX's liquidated damages proposal. This term is only used in that section and is therefore not necessary. Dysart Direct at 15. The language is also vague as to "timely manner" and does not account for innocent or excusable circumstances under which an alleged information breach might occur.	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that this term is used only in UTEX's proposed Liquidated Damages Appendix, which they have declined to adopt. Therefore the Arbitrators do not adopt UTEX's proposed definition.</i>
UTEX § 51.52	UTEX: Installation Breach — When AT&T Texas does not meet a Scheduled Completion Date.	For the reasons discussed in connection with GTC Issue 29, the Commission should reject UTEX's liquidated damages proposal. This term is only used in that section and is therefore not necessary. Dysart Direct at 15. The language also does not account for innocent or excusable circumstances under which a completion date might not be met.	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that this term is used only in UTEX's proposed Liquidated Damages Appendix, which they have declined to adopt. Therefore the Arbitrators do not adopt UTEX's proposed definition.</i>
AT&T § 51.1.56	AT&T: <u>"Intellectual Property" means copyrights, patents, trademarks, trade secrets, mask works and all other intellectual property rights.</u>	This term should be defined in the ICA to clearly describe what is meant when it is used in the ICA. AT&T Texas' proposed definition accurately reflects the intended use of the term and is consistent with the law. UTEX offered no	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position</i>	<i>The Arbitrators conclude that AT&T Texas's proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA.</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
		competing definition nor any testimony about this definition. Pellerin Direct at 63-64.	<i>Statement.</i>	
AT&T § 51.1.57	AT&T: <u>“Integrated Digital Loop Carrier” means a subscriber loop carrier system that is twenty-four (24) local Loop transmission paths combined into a 1.544 Mbps digital signal which integrates within the switch at a DS1 level.</u>	This term is used in the ICA and should be defined to clearly describe what is meant when it is used. AT&T Texas’ proposed definition accurately reflects the intended use of the term and is consistent with the law. UTEX objects, but UTEX offers no competing definition of its own. Hatch Direct at 22-23.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
AT&T § 51.1.58	AT&T: <u>“Integrated Services Digital Network” (ISDN) means a switched network service that provides end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for a digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B+D).</u>	This is one of a number of terms used in the ICA for which AT&T Texas offers a definition to which UTEX objects, but UTEX offers no competing definition of its own. Nor did UTEX identify any problems with the proposed definition of this term in its testimony. These terms should be defined in the ICA to clearly describe what is meant when the terms are used in the ICA. AT&T Texas’ proposed definitions accurately reflect the intended use of the terms and are consistent with the law. Neinast Direct at 7-8.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
AT&T § 51.1.59	AT&T: <u>“Interconnection” is As Defined in the Act.</u>	AT&T Texas’ reasonably points to the FTA to define this term. UTEX opposes this definition, but offers no competing definition for “Interconnection.” McPhee	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should not be included in the ICA because the term is defined differently</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
		Direct at 27. AT&T Texas' language is appropriate since it identifies the source of the definition and would automatically incorporate any changes Congress might make to the definition as found in the Act.	<i>1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<p><i>in the Act. Instead, the Arbitrators include the following definition of the term "Interconnection" as found in Section 51.5 of 47 CFR Part 51-Interconnection of the FCC rules implementing sections 251 and 252 of the Act.</i></p> <p><i>"Interconnection" means the linking of two networks for the mutual exchange of traffic. This term does not include the transport and termination of traffic.</i></p>
AT&T §§ 51.1.60, 51.1.66 UTEX § 51.53	<p>AT&T: "Interconnection Activation Date" is the date that the construction of the joint facility Interconnection arrangement has been completed, trunk groups have been established, joint trunk testing is completed and trunks have been mutually accepted by the Parties.</p> <p>UTEX: Interconnection Activation Date — The date that the construction of the joint facility Interconnection arrangement has been completed, trunk groups</p>	This term is not used in any of the NIM attachments or in the Appendix ITR. The Commission should reject UTEX's proposed definition. Boyd Direct at 38-39. AT&T Texas withdraws its proposed language.	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<p><i>The Arbitrators conclude that AT&T Texas's proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i></p> <p><i>UTEX's proposed definition would allow activation to occur without regard for the results of joint trunk testing, which would be inappropriate.</i></p>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	have been established, and joint trunk testing is completed.			
UTEX § 51.54	UTEX: Information Access — The provision of exchange telecommunications services in connection with the origination, termination, transmission, switching, forwarding or routing of telecommunications traffic to or from the facilities of a provider of information or enhanced services.	While this term is used in the FTA, it is not defined therein. UTEX defines information access as traffic to or from the facilities of a provider of information or enhanced services. This ICA, by definition, and pursuant to §251 of the Act, is for the exchange of telephone exchange service and exchange access. Information access is not a category of traffic subject to any distinct provisions for the purposes of exchanging intercarrier traffic between AT&T Texas and UTEX. As such, the term is not necessary in this ICA. McPhee Direct at 38.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that UTEX’s proposed definition should not be included in the ICA because the term “Information Access” does not appear in the intercarrier compensation language proposed by the parties or approved by the Arbitrators in Attachment 6 to NIM: Intercarrier Compensation.</i>
UTEX § 51.55	UTEX: <u>Information Service</u>. The offering of a capability for generating, acquiring, storing, transforming, processing, retrieving, utilizing, or making available information via telecommunications, and includes electronic publishing, but does not include any use of any such capability for the management, control, or operation of a	UTEX’s proposed definition of Information Services is taken directly from its IGI-POP tariff. AT&T Texas does not use the term Information Service in its proposed ICA language and has therefore not defined it. Importantly, UTEX does not use this term in its proposed ICA language either. Accordingly, UTEX’s definition for Information Service should be rejected. McPhee Direct at 37. In any event, if the term	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>Under DPL Issue AT&T UNE-9, the Arbitrators have adopted ICA language that allows UTEX to offer information services using a UNE so long as it is also offers telecommunications services using that UNE. The Arbitrators therefore find it appropriate to include a definition of “information service” in the ICA.</i> <i>However, the Arbitrators conclude that UTEX’s</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	telecommunications system or the management of a telecommunications service.	Information Services is to be included in the ICA, it should simply refer to § 153(20) of the FTA. <i>Id.</i> at 37-38.		<p><i>proposed definition should not be included in the ICA. The Arbitrators note that the term “Information Services” is defined in §153(20) of the Act and conclude, therefore, that the definition in the ICA should refer to the Act in order to automatically incorporate any future changes made to the definition of the term in the Act. Therefore, the Arbitrators conclude that the definition should state:</i></p> <p><i>“Information Service” is As Defined in the Act.</i></p>
AT&T § 51.1.61 UTEX § 51.56	<p>AT&T: <u>“Interexchange Carrier” (IXC) means a carrier that provides, directly or indirectly, interLATA or intraLATA Telephone Toll Services.</u></p> <p>UTEX: Interexchange Carrier (IC) or Interexchange Common Carrier (IXC) — Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in</p>	<p>AT&T Texas proposes the clear and simple definition of IXC approved by the Commission for the CLEC Coalition agreement in Docket No. 28821. This definition is all that is required to describe an IXC for purposes of an ICA between two LECs. McPhee Direct at 15.</p> <p>UTEX proposes a definition found in its IGI-POP tariff. UTEX actually proposes two terms with a single definition: Interexchange Carrier (“IC”) and Interexchange Common Carrier.</p>	<p><i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i></p>	<p><i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i></p> <p><i>The Arbitrators conclude that UTEX’s proposed definition should not be included in the ICA because “interexchange carrier” is adequately</i></p>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	state or foreign communication for hire by wire or radio, between two or more exchanges, insofar as the IC is acting as a common carrier.	This distinction is unnecessary, since UTEX does not use the term IC in any of its proposed language beyond the definition itself. And while UTEX's definition is similar to AT&T Texas' definition in its intrastate Access Service Tariff, UTEX did not copy the definition exactly and has chosen to add the words "insofar as the IC is acting as a common carrier." It is unclear why UTEX proposes to add these extra words since an interexchange carrier <i>is</i> a common carrier. It seems UTEX is attempting to draw a fence that can be used later to somehow dispute AT&T Texas' assessment of one or more charges found in AT&T Texas' tariffs or within this agreement – perhaps by claiming that UTEX (or its customer) is not a common carrier and therefore not subject to any of AT&T Texas' access charges. <i>Id.</i> at 16. UTEX's definition should be rejected.		<i>explained by AT&T Texas's proposed definition. Furthermore, the term "Interexchange Common Carrier" is not used in the Intercarrier Compensation Attachment (Attachment 6 to NIM) approved by the Arbitrators.</i>
AT&T § 51.1.62 UTEX § 51.61	AT&T: <u>"IntraLATA Interexchange Traffic" means telephone toll service as set forth in each Party's Intrastate Access Service tariffs.</u> UTEX: IntraLATA	In its definition, AT&T Texas refers to toll services as set forth in each Party's Intrastate Access Service tariffs. This definition provides a straightforward and consistent framework to address such traffic. It also sets the foundation for compensation	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas's proposed definition should be included in the ICA because it clearly describes what is meant when the term "IntraLATA Interexchange Traffic" is used in the intercarrier</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	Interexchange Traffic — Telephone toll service purposefully purchased out of published intrastate tariffs from a Legacy carrier.	terms and conditions that are consistent with the philosophy that a cost causer pays for intercarrier traffic. In contrast, UTEX proposes a definition that presents multiple problems. Using the qualifier “Legacy” is inappropriate in the context of this ICA. It means that UTEX could obtain telephone toll service from AT&T Texas (because AT&T Texas is a “legacy” carrier), but AT&T Texas could not obtain the same service from UTEX (because UTEX is not a “legacy” carrier). <i>See also</i> discussion of “Legacy” below. Furthermore, UTEX’s traffic to AT&T Texas would only be considered IntraLATA Interexchange Traffic if it <i>purposefully</i> obtained services from AT&T Texas’ tariff. In other words, UTEX could deliver traffic to AT&T Texas that would normally qualify as toll traffic, but if it did not purposefully obtain services from AT&T Texas’ tariff, UTEX would not be subject to the tariff. McPhee Direct at 32.		<i>compensation language approved by the Arbitrators in Attachment 6 to NIM: Intercarrier Compensation.</i> <i>For the reasons stated below for not adopting UTEX’s proposed definition for the term “Legacy,” the Arbitrators find that UTEX’s proposed definition inappropriately uses the term “Legacy” to qualify carriers. Furthermore, UTEX’s proposed definition does not address a situation where a LEC may deliver traffic that would qualify as intraLATA toll traffic without having “purposefully” purchased services from the other LEC’s tariffs.</i>
AT&T § 51.1.63 UTEX § 51.63	AT&T: <u>“InterLATA Interexchange Traffic” means telephone toll service as set forth in each Party’s Interstate Access</u>	As with the definition of “IntraLATA Interexchange Traffic,” AT&T Texas proposes direct reference to each Party’s Interstate Access Service tariff,	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when</i>

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GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	<p><u>Service Tariff.</u></p> <p>UTEX: InterLATA Interexchange Traffic — Telephone toll service purposefully purchased out of published intrastate or interstate tariffs from a Legacy carrier.</p>	<p>while UTEX uses the same confusing definition terminology. For the same reasons discussed immediately above, UTEX's definition should be rejected here, and AT&T Texas' proposed language accepted. McPhee Direct at 33. <i>See also</i> discussion of "Legacy" below.</p>	<p><i>1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i></p>	<p><i>the term "InterLATA Interexchange Traffic" is used in the intercarrier compensation language approved by the Arbitrators in Attachment 6 to NIM: Intercarrier Compensation.</i></p> <p><i>For the reasons stated below for not adopting UTEX's proposed definition for the term "Legacy," the Arbitrators find that UTEX's proposed definition inappropriately uses the term "Legacy" to qualify carriers. Furthermore, UTEX's proposed definition does not address a situation where a LEC may deliver traffic that would qualify as interLATA toll traffic without having "purposefully" purchased services from the other LEC's tariffs.</i></p>
UTEX § 51.57	<p>UTEX: International Direct Distance Dialing (IDDD) — The capability of switching international calls with service prefix and address codes having more digits than are capable of being switched through a standard FGC, FGD, BSA-C or BSA-D connection with a Legacy</p>	<p>This term is not used in any of the NIM attachments or in the Appendix ITR. The Commission should strike this term from the ICA. Boyd Direct at 38-39; McPhee Direct at 25. <i>See also</i> discussion of "Legacy" below.</p>	<p><i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i></p>	<p><i>The Arbitrators conclude that UTEX's proposed definition should not be included in the ICA because the term "International Direct Distance Dialing (IDDD)" does not appear in Appendix ITR or any of the NIM attachments, including intercarrier compensation language approved by the</i></p>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	Interexchange Carrier.			<i>Arbitrators.</i>
UTEX § 51.58	UTEX: Internet Gateway Intermediation — The intermediation and interoperability of non-Legacy Voice over Internet Protocol technologies with a Legacy standard Signaling System such as SS-7 or Integrated Services Digital Network (ISDN) technologies. Typically this involves at a minimum the mapping of one or more North American numbering plan addresses and associated signaling information to Internet Protocol identifiers which create an Internet Session. Such sessions may be set up using IP addresses, Domain Names, e-mail addresses, ESP Customer's Voice Identification Information and/or by other means.	This term is not used in any of the NIM attachments or in the Appendix ITR. The Commission should strike this term from the ICA. Boyd Direct at 38-39. <i>See also</i> discussion of "Legacy" below.	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators concur with AT&T Texas and decline to adopt this definition.</i>
UTEX § 51.59	UTEX: Internet Gateway Intermediation Point of Presence (IGI-POP) — A physical location within a LATA where UTEX has established IP Technology	This is one of a number of terms that UTEX has proposed to include in the ICA which AT&T Texas believes are ambiguous and inaccurate. Neinast Direct at 8-9. <i>See also</i> discussion of "IGI-POP	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC</i>	<i>The Arbitrators decline to adopt UTEX's proposed language because it relies on the terms "IGI POP Traffic" and "Legacy," terms which have been rejected by the</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	interfaces to intermediate voice traffic to and from the Legacy public switched telephone network (PSTN) for the purpose of facilitating the origination and receipt of traffic between Internet Service Providers' (ISP) users and customers (including Voice over Internet) and users and customers served by Legacy local exchange carriers, CMRS providers and Legacy IXCs.	Traffic” and “Legacy” below.	<i>Issue 61, UTEX Position Statement.</i>	<i>Arbitrators. Furthermore, a LEC's point of presence (POP) is a defined term and requires no further qualification with respect to the type of traffic that will traverse it.</i>
UTEX § 51.62	UTEX: IGI-POP Traffic — Traffic originating from or terminating to an IP interface on UTEX's network. This may or may not involve use of the public Internet. When originating from or terminating to a user of the Legacy PSTN, such traffic is converted to or from IP from or to traditional voice at a fixed location within the LATA. Consistent with the FCC's Light Regulatory Touch policy, such intermediated traffic shall be treated as ESP Exemption qualified traffic for rating purposes	UTEX has proposed a definition of IGI-POP Traffic that is practically verbatim from its IGI-POP tariff. It should be rejected. First, the definition is ambiguous in that it is “traffic originating from or terminating to an IP interface on UTEX's network.” AT&T Texas has no way of knowing whether or not traffic it sends to UTEX – or receives from UTEX – is going to or coming from “an IP interface.” Interface is also a vague term; it is not clear if “interface” refers to specific equipment, or simply a subjective demarcation somewhere in UTEX's network. Second, UTEX inserts language within its definition addressing	<i>“UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that UTEX's proposed definition should not be included in the ICA because the term IGI-POP traffic does not appear in the intercarrier compensation language proposed by the parties or approved by the Arbitrators in Attachment 6 to NIM: Intercarrier Compensation. Furthermore, the Arbitrators find that the definition substantively addresses intercarrier compensation, which is inappropriate for a definition. The Intercarrier Compensation language approved by the Arbitrators for Attachment 6 to NIM:</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	<p>between CMRS and Local Exchange Carriers in the LATA in which the IGI-POP Local Calling Area is located. For example, traffic going to and from an IGI-POP in the Houston LATA will be considered “Local” Houston Traffic regardless of the ultimate use and physical location of new technology users on the “Internet” side of the communication if the Situs of the IGI-POP is within the same calling scope of the connecting LEC or CMRS provider. Likewise for traditional Houston LATA 1+ traffic which originates and terminates to the Situs of the IGI-POP customer in the Houston LATA, UTEX will rate such traffic as if it were normal jointly provided access terminating to a “Houston LATA Customer” regardless of the ultimate use and physical location of new technology users on the “Internet” side of the communication.</p>	<p>compensation for IGI-POP Traffic. Definitions are an inappropriate place for other terms of an ICA; all traffic compensation terms are contained in NIM 6. McPhee Direct at 42. Third, Section 1.1 of NIM 6 lists all forms of traffic the Parties contemplate exchanging, including FX traffic, for which both parties agree no compensation (bill and keep) applies. Neither AT&T Texas nor UTEX has proposed the term IGI-POP Traffic for inclusion. Finally, the term IGI-POP is only used within UTEX-proposed definitions, and the term IGI-POP Traffic is used nowhere but in its own definition. IGI-POP Traffic has no application to the terms of the ICA, and should be deleted. <i>Id.</i> at 42-43. <i>See also</i> discussion of “Legacy” below. <i>See also</i> discussion of ESP Exemption and Intercarrier compensation at Section II of AT&T Brief.</p>		<p><i>Intercarrier Compensation delineates the compensation for the various types of traffic exchanged between the parties.</i></p>
UTEX §	UTEX: Internet Protocol	This term is not used in any of the	<i>“UTEX’s definitions are wholly</i>	<i>The Arbitrators concur with</i>

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GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
51.60	(IP) Access Connection — A connection between an Internet Service Provider and an Internet Service Provider Customer which uses communication services such as; dial-up access, dedicated Basic Rate Interface ISDN access through the PSTN, Cable Modem, DSL Line, Dedicated or Fractional DS1, Dedicated or Fractional DS3, licensed or unlicensed wireless, or other IP connections including various forms of Ethernet connections.	NIM attachments or in the Appendix ITR. The Commission should strike this term from the ICA. Boyd Direct at 38-39.	<i>compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>AT&T Texas and decline to adopt this definition.</i>
AT&T § 51.1.64 UTEX § 51.64	AT&T: <u>“Internet Service Provider” (ISP) is an Enhanced Service Provider that provides Internet Services, and is defined in paragraph 341 of the FCC’s First Report and Order in CC Docket No. 97-158 and is defined in paragraph 341 of the FCC’s First Report and Order in CC Docket No. 97-158.</u> UTEX: Internet Service Provider (“ISP”) — Any person or entity that provides the ability for	AT&T Texas proposes a simple definition of ISP by referring to the FCC’s definition in paragraph 341 of its First Report and Order in CC Docket No. 97-158. FCC 97-158, <i>In the Matter of Access Charge Reform</i> , released May 16, 1997. This definition should be adopted because it ensures application of the term as the FCC intended. In contrast, UTEX’s definition loosely describes an ISP as a person who provides the ability for its customers to gain access to the internet, sometimes using the public switched telephone network (“PSTN”). This language is so general as to	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators note that the term “ISP” when used in the intercarrier compensation language approved by the Arbitrators refers to Internet Service Provider and that the most recent FCC decision on intercarrier compensation rules for ISP traffic refers to ISP as Internet Service Provider. In the Matter of Intercarrier Compensation for ISP-Bound Traffic, CC Docket 99-68, Order on Remand and Report and Order and Further Notice of Proposed Rulemaking ¶ 1, 24 FCC Rcd. 6475 (rel. Nov. 5, 2008).</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	<p>the person's or entity's customers to access the features, functions and information available over the Internet (internet access), sometimes using the public switched telephone network.</p>	<p>expand the definition of ISP beyond anything the FCC could have intended. The definition would also improperly transform a carrier into an ISP. Under the Act and FCC rules, a carrier is not an ISP merely because it provides enhanced services or access to the Internet. McPhee Direct at 36-37.</p>		<p><i>Therefore, the Arbitrators adopt the following definition for Internet Service Provider:</i></p> <p><i>"Internet Service Provider" (ISP) is an enhanced service provider that provides Internet services.</i></p> <p><i>The Arbitrators decline to include the reference to paragraph 341 of the First Report and Order in the definition as proposed by AT&T Texas because paragraph 341 refers to ISPs as information service providers and is therefore not applicable to this definition.</i></p>
<p>AT&T § 51.1.65</p>	<p><u>AT&T: "ISP-Bound Traffic" shall mean telecommunications traffic, in accordance with the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Compensation Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April, 27, 2001) ("FCC ISP</u></p>	<p>The term "ISP-Bound Traffic" should be defined in the ICA. It is a specific form of traffic, subject to specific compensation in NIM 6. The definition proposed by AT&T Texas is consistent with the FCC's ISP Remand Order, and is defined in order to provide for distinct treatment of this traffic as provided in the ISP Remand Order. UTEX did not propose any definition. McPhee Direct at 31. <i>See also</i> discussion of Issues NIM 1c, 6-1a, 6-1b and 6-6a concerning appropriate compensation for Section</p>	<p><i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i></p>	<p><i>The Arbitrators note that the traffic encompassed by the term "ISP-Bound Traffic" is addressed in the intercarrier compensation language approved by the Arbitrators. The Arbitrators therefore decline to adopt AT&T Texas's proposed definition.</i></p>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	<p><u>Compensation Order”),</u> <u>“ISP-Bound Traffic” shall</u> <u>mean exchanged between</u> <u>UTEX and AT&T</u> <u>TEXAS in which the</u> <u>originating End User of</u> <u>one Party and the ISP</u> <u>served by the other Party</u> <u>are:</u></p> <p>a. <u>both physically located</u> <u>in the same ILEC</u> <u>Local Exchange Area</u> <u>as defined by the</u> <u>ILEC’s Local (or</u> <u>“General”) Exchange</u> <u>Tariff on file with the</u> <u>applicable state</u> <u>commission or</u> <u>regulatory agency; or</u></p> <p>b. <u>both physically located</u> <u>within neighboring</u> <u>ILEC Local Exchange</u> <u>Areas that are within</u> <u>the same common</u> <u>mandatory local</u> <u>calling area. This</u> <u>includes, but it is not</u> <u>limited to, mandatory</u> <u>Extended Area Service</u> <u>(EAS), mandatory</u> <u>Extended Local</u> <u>Calling Service</u> <u>(ELCS) or other types</u> <u>of mandatory</u></p>	<p>251(b)(5) Traffic and ISP-Bound traffic in Section V.A and VI.A of AT&T Texas’ Brief.</p>		

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GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	<u>expanded local calling scopes.</u>			
UTEX § 51.65	UTEX: ISP Customer — A person (including another ISP) utilizing an ISP's service in whole or in part.	For the same reasons that UTEX's definition for Internet Service Provider ("ISP") is inappropriate (see discussion above), UTEX's proposed definition for ISP Customer should also be rejected. In addition, the term is not actually used in the ICA by either UTEX or AT&T Texas. McPhee Direct at 37.	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that UTEX's proposed definition should not be included in the ICA because the term does not appear in the intercarrier compensation language proposed by the parties or approved by the Arbitrators in Attachment 6 to NIM: Intercarrier Compensation.</i>
UTEX § 51.66	UTEX: ESP Customer Voice Identification Information — For all IGI-POP voice traffic coming from or going to an ESP Customer, UTEX shall endeavor to pass an interoperable or "Callable" e-mail address as the NANP Calling Party Name, and if applicable customer provided ANI, CPN, Charge Number, any privacy indicator and an originating and terminating number dialed if (1) such information exists (whether permanent or temporary, such as would be the case of a dynamic	This term is not used in any of the NIM attachments or in the Appendix ITR. The Commission should strike this term from the ICA. Boyd Direct at 38-39.	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators concur with AT&T Texas and decline to adopt this definition.</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	allocation), and (2) it is technically feasible to pass such information. Such information shall not have any bearing on how the call is rated.			
UTEX § 51.67	UTEX: Joint User — A person, firm or corporation designated by a Party's Customer as a user of facilities furnished to the Party's Customer, and to whom a portion of the charges for such facilities are billed under a joint use arrangement. A Joint User is a form of Authorized User.	The term "Joint User" is used only in the context of Structure Access (and in UTEX's definition of Authorized User, which is discussed above). Since Joint User is properly defined in the Structure Access attachment, there is no need to also define it in the GTCs when the term is not used elsewhere in the ICA. Pellerin Direct at 65.	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that UTEX's proposed definition should not be included in the ICA. The Arbitrators have rejected UTEX's proposed definition of Authorized User, which incorporates the term Joint User. The only other use of the term Joint User is in the Structure Access Attachment, which has its own definition of Joint User. Consequently, it is not necessary to define the term in the GTCs.</i>
UTEX § 51.68	UTEX: Jointly Provided Access — The joint provision of Switched or Special access service by two or more Local Exchange Carriers within a LATA to support Telephone Toll service offered by a Legacy IXC. IGI-POP service traffic shall not be considered Jointly Provided Access.	There are three problems with UTEX's definition of Jointly Provided Access. First, UTEX describes Jointly Provided Access as the "joint provision of Switched or Special access service." Since none of the terms and conditions between the parties have anything to do with jointly providing special access to any carrier, this description is incorrect. Second, UTEX has again used the term Legacy to qualify IXCs. This provision	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that UTEX's proposed definition should not be included in the ICA. The Arbitrators find that jointly provided access refers to a situation where two or more carriers jointly provide switched access services to an IXC. The Arbitrators do not find it necessary to adopt a definition for this term given that jointly provided access to IXCs is adequately addressed in the definitions of industry</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
		<p>inappropriately excludes telecommunications carriers that might not qualify as Legacy IXC's but that nevertheless function as IXC's. <i>See also</i> discussion of "Legacy" below. Third, UTEX states that no IGI-POP traffic could be considered Jointly Provided Access. This exclusion could inappropriately limit AT&T Texas' ability to receive switched access revenue to which it is legitimately entitled. In Docket No. 33323, UTEX claimed that <i>all</i> of its traffic was IGI-POP traffic. Thus, under this exclusion, UTEX would likely claim that all of its traffic is exempt. Accordingly, the Commission should reject UTEX's definition of Jointly Provided Access. McPhee Direct at 21-22.</p> <p>AT&T Texas does not propose a definition for this term. Instead, AT&T Texas addresses the situation where two carriers jointly provide switched access services to an IXC through definitions for the documents that contain industry guidelines used by carriers when they order and bill for access services provided to an IXC by two or more carriers. <i>Id.</i> at 22-23. <i>See</i></p>		<p><i>standard documents "MECAB" and "MECOD" adopted by the Arbitrators. The Arbitrators also find that it is inappropriate to address in a definition whether a certain type of traffic exchanged between LECs is subject to jointly provided access. The appropriate compensation applicable to the different categories of traffic exchanged between the parties is addressed in Attachment 6 to NIM: Inter-carrier Compensation.</i></p>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
		discussion of “MECAB” and “MECOD” below.		
AT&T § 51.1.67	AT&T: <u>“Jurisdictional Identification Parameter” (JIP) is an existing six (6) digit (NPA-NXX) field in the SS7 message. This field designates the first point of switching.</u>	Issue closed. Term withdrawn.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that this definition should not be included in the ICA because AT&T Texas has withdrawn it.</i>
UTEX § 51.69	UTEX: Kbps — Kilobits, or thousands of Bits, per second.	Issue closed. AT&T accepts UTEX’s definition.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that this definition should be included in the ICA because it is agreed to by the parties and reasonable.</i>
UTEX § 51.70	UTEX: Legacy — Connotes traditional circuit-switched technology and corresponding rate and policy developed and used in the United States communications system between the years of 1930 and 1996. During this period most technology was developed and deployed via vertically integrated monopoly systems blessed by various government entities and laws. In general, the underlying	The term Legacy, which appears to be nothing more than the combination of an historical narrative and an editorial piece, is inappropriate for inclusion in the ICA. UTEX is attempting to insert a distinction between UTEX and AT&T Texas that has no practical bearing on the terms of the ICA. UTEX seeks this distinction so that it can provide itself with relief from payment obligations for intercarrier compensation. UTEX’s definition of Legacy, and its subsequent use of the term in other definitions, would exclude UTEX from what would	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that UTEX’s proposed definition for the term “Legacy” should not be included in the ICA. The ICA approved in this proceeding would allow UTEX to interconnect with AT&T Texas pursuant to FTA § 251. The Arbitrators note that the term “Legacy” does not appear in FTA §§ 251 or 252, nor does it appear in the FCC rules (Part 51-Interconnection) implementing those sections. The terms and conditions approved by the Arbitrators for the ICA do not</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	<p>policy of this regulated environment was to promote “universality” of being able to send and receive “local” communications within a local “community of interest.” As part of this system, “non-local” or “toll” services were priced significantly above cost to subsidize “universal local service.” In 1996 the United States passed the 1996 amendments to the Communications Act which recognized and promoted alternative technologies and promoted the general policies of simulated market conditions (i.e. cost based interconnection), and also recognized that the cost structure of communications has been dramatically altered (by a combination of digital switching capabilities and alternative fiber and wireless transport). These amendments and other legislation also promote the current cost based mutual exchange of traffic</p>	<p>otherwise be reciprocal arrangements for payment of intercarrier compensation and switched access. The terms and conditions of the ICA in general, and the specific terms and conditions concerning interconnection and intercarrier compensation do not rely upon any distinction between a legacy carrier and a non-legacy carrier. McPhee Direct at 43-44. <i>See also</i> discussion of intercarrier compensation in Section II of AT&T Texas' Brief.</p>		<p><i>differentiate between Legacy and non-Legacy carriers including IXCs, and the term “Legacy” is not used in the intercarrier compensation language approved by the Arbitrators.</i></p>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	<p>between and interoperability of Legacy networks and non-Legacy networks and also expanded the promotion of “universality” to the growing and developing global communication system known as the Internet. Often, many disputes between incumbents and insurgents revolve around the deployment of new technology and the fact that the new technology and the services and applications it supports threaten the Legacy technology and policy. This conflict between Legacy policies and the new emphasis on cost based pricing providing an equal opportunity to compete and the desire to encourage development of new technology was expected to be disruptive to the Legacy incumbents’ monopoly position and revenue streams.</p>			
UTEX § 51.71	<p>UTEX: Light Regulatory Touch — The Stated FCC policy of allowing the natural technological and</p>	<p>AT&T Texas opposes having a definition of “Light Regulatory Touch” in the GTCs, or the ICA generally. “Light Regulatory</p>	<p><i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be</i></p>	<p><i>The Arbitrators conclude that UTEX’s proposed definition for the term “Light Regulatory Touch” should not</i></p>

AT&T Texas provided in its Initial Brief the text shown here in normal font. The Arbitrators have added the text in italics.

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	economic evolution of IP-based services (including VoIP) to take place without applying the burdensome regulations and hidden subsidy inter-carrier rate and compensation scheme of the regulated Legacy telecommunication network to retard the growth of the still-nascent IP-based services industry and the technologies that support IP-based services.	Touch” is a philosophy for approaching how policy is drafted and/or enacted, typically at an industry-wide level. In contrast, an ICA establishes specific terms and conditions under which the parties to that agreement operate. The term Light Regulatory Touch cannot be – and is not – applied to any provisions of the ICA, other than within a separate definition for UTEX’s retail offering, IGI-POP. While the terms and conditions of the ICA may reflect the result of policies established with a light regulatory touch, it is improper to incorporate “technological and economic evolution” into the ICA without specific terms and conditions agreed-upon by both AT&T Texas and UTEX, to address such changes. McPhee Direct at 41-42. <i>See also</i> discussion of “Legacy” above.	<i>said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>be included in the ICA because it does not appear in the intercarrier compensation language proposed by the parties or approved by the Arbitrators in Attachment 6 to NIM: Intercarrier Compensation.</i>
AT&T § 51.1.68	AT&T: “LIDB Editor”	Issue closed. Term withdrawn.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that this definition should not be included in the ICA because AT&T Texas has withdrawn it.</i>
AT&T § 51.1.69	AT&T: <u>“Line Information Data Base” (LIDB) means</u>	AT&T Texas’ definition of the term LIDB should be adopted	<i>“UTEX’s definitions are wholly compliant with Order No. 27.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
UTEX § 51.72	<p><u>a transaction-oriented database system that functions as a centralized repository for data storage and retrieval. LIDB is accessible through CCS networks. LIDB contains records associated with End User line numbers and special billing numbers. LIDB accepts queries from other network elements and provides return result, return error, and return reject responses as appropriate. Examples of information that Account Owners might store in LIDB and in their Line Records are: ABS Validation Data, Originating Line Number Screening (OLNS) data, ZIP Code data, and Calling Name Information.</u></p> <p>UTEX: Line Information Data Base (LIDB) — A data base system containing certain call processing attributes of working telephone numbers or accounts. The attributes provide</p>	because it more completely depicts what a LIDB is and what it does. UTEX's definition is too vague. Pellerin Direct at 64. UTEX's definition is also not supported by any testimony.	<i>And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	customers with information that can be used to facilitate completion of calls or services and the processing of them.			
AT&T § 51.1.70	AT&T: “LIDB Service Applications”	Issue closed. Term withdrawn.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that this definition should not be included in the ICA because AT&T Texas has withdrawn it.</i>
UTEX § 51.73	UTEX: Local Access — A dedicated or switched connection between two points within a LATA.	UTEX’s definition for Local Access is overbroad. As the term does not define whose dedicated or switched connection is contemplated, the definition could be read to mean that a carrier’s own switch connection, within its own network, constitutes “Local Access” to UTEX. Furthermore, the term is not used anywhere in the proposed ICA, with the exception of within another definition, Alternate Access, which is addressed above. McPhee Direct at 28.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that UTEX’s proposed definition for the term “Local Access” should not be included in the ICA because it does not appear in any of the Network Interconnection Attachments, including the intercarrier compensation language proposed by the parties or approved by the Arbitrators in Attachment 6 to NIM: Intercarrier Compensation.</i>
AT&T § 51.1.70a	AT&T: “Line Record”	Issue closed. Term withdrawn.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC</i>	<i>The Arbitrators conclude that this definition should not be included in the ICA because AT&T Texas has withdrawn it.</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
			<i>Issue 61, UTEX Position Statement.</i>	
AT&T § 51.1.71 UTEX § 51.74	<p>AT&T: <u>“Local Access Transport Area” (LATA) is As Defined in the Act.</u></p> <p>UTEX: Local Access and Transport Area (LATA) — An established pursuant to the Modification of Final Judgment entered by the United States District Court for the District of Columbia in Civil Action No. 82-0192 for the provision and administration of communications services. Comprises a geographic area established for the provision and administration of communications service. It encompasses one or more designated exchanges, which are grouped to serve common social, economic and other purposes.</p>	<p>As with other terms it proposes to define, AT&T Texas refers directly to the definition contained in the Act. UTEX, on the other hand, provides reference to a court order not specifically mentioned in the Act. Furthermore, UTEX seems to intentionally insert vagueness into its definition by stating that LATAs are “grouped to serve common social, economic and other purposes.” The Act does not cite to LATAs being specifically grouped by social, economic or “other” purposes; rather, it references metropolitan statistical areas and states. The Act also references any modification of LATA boundaries after the enactment of the 1996 Act is subject to FCC approval. As LATA is an industry-wide term used by all carriers, it is appropriate to define it in the same way as contained in the Act. McPhee Direct at 27.</p>	<p><i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i></p>	<p><i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it references the FTA, which is the source of the definition, and would automatically incorporate any changes made to the definition in the future. However, the term should be stated as “Local Access and Transport Area” to make it consistent with the definition in the Act.</i></p>
AT&T § 51.1.72 UTEX §§ 51.38, 51.76	<p>AT&T: <u>“Local Exchange Carrier” (LEC) is As Defined in the Act.</u></p> <p>UTEX:</p>	<p>AT&T Texas’ reasonably points to the FTA to define this term. UTEX seems to agree, at least in its § 51.76, that the FTA is the correct source for this definition.</p>	<p><i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1,</i></p>	<p><i>The Arbitrators conclude that AT&T Texas’s proposed definition for Local Exchange Carrier should be included in the ICA because it references</i></p>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	<p>51.38 Exchange Carrier (or Local Exchange Carrier) — Any individual, partnership, association, joint-stock company, trust, governmental entity or corporation engaged in the provision of telephone exchange or exchange access service. One or both of the Parties may or may not be considered an Exchange Carrier for some purposes, depending on the context.</p> <p>51.76 Local Exchange Carrier Any person that is engaged in the provision of Telephone Exchange Service or Exchange Access. Such term does not include a person insofar as such person is engaged in the provision of a commercial mobile service under section 332(c), except to the extent that the FCC finds that such service should be included in the definition of such term.</p>	<p>The only difference is that UTEX proposes to set out the words of the FTA definition, while AT&T Texas proposes to simply reference the Act. <i>Id.</i> AT&T Texas' language is preferable since it identifies the source of the definition and would automatically incorporate any changes Congress might make to the definition as found in the Act. McPhee Direct at 25-26.</p> <p>UTEX also has a second definition for LEC in its § 51.38. This second definition is overbroad and inappropriate. UTEX's proposed definition could be construed to mean that AT&T witness Scott McPhee, in the course of his duties at AT&T Texas, is an "Exchange Carrier." This language is so general as to expand the definition of LEC beyond anything the FCC could have intended. Also, "One or both of the Parties may or may not be considered an Exchange Carrier for some purposes, depending upon the context" is rife with vagaries. The phrase "depending upon context" is a license for UTEX to define the term's application, at its discretion, at a later time. Such a "definition" should be rejected by this Commission. <i>Id.</i> at 26.</p>	<p><i>Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i></p>	<p><i>the FTA, which is the source of the definition, and would automatically incorporate any changes made to the definition in the future.</i></p> <p><i>The Arbitrators note that UTEX's proposed second definition for Local Exchange Carrier in § 51.38, which also is referred to as "Exchange Carrier" is vague and unnecessary and does not reflect the definition of the term "Local Exchange Carrier" as contained in the FTA.</i></p>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
AT&T § 51.1.73	AT&T: <u>“(LERG) is a Telcordia Reference document used by Telecommunications Carriers to identify NPA-NXX routing and homing Joint User.”</u>	The LERG is a Telcordia Reference document used throughout the telecommunications industry to identify where calls to an NPA-NXX are to be terminated. AT&T Texas utilizes the LERG as a guide when setting up switch translations for call routing and homing. The LERG is a valuable and important industry standard that should be used by all carriers. For this reason it is important to keep this language in the ICA. Hamiter Direct at 37-38.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved a similar definition in the Docket No. 28821 CLEC Coalition ICA.</i>
UTEX § 51.77	UTEX: Local Interconnection — The physical joining of two or more Local Exchange Carriers’ networks within a LATA for the mutual exchange of all forms of traffic within the LATA in which they have directly or indirectly joined their networks.	UTEX’s proposed definition is broad and ambiguous and would allow UTEX to interconnect with AT&T Texas “for the mutual exchange of all forms of traffic” between the two companies even though the FTA states that interconnection is “for the transmission and routing of telephone exchange service and exchange access”. The unnecessary introduction of such broad and ambiguous terms will only lead to disputes between the Parties. Boyd Direct at 7-8; <i>see also</i> McPhee Direct at 27-28.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that UTEX’s proposed definition should not be included in the ICA. Instead, the Arbitrators include the following definition of the term “Interconnection” as found in the FCC rules, 47 CFR § 51.5:</i> <i>“‘Interconnection’ is the linking of two networks for the mutual exchange of traffic. This term does not include the transport and termination of traffic.”</i>
AT&T § 51.1.74	AT&T: <u>“Local Interconnection Trunks/Trunk Groups” are used for the</u>	Local Interconnection Trunks or Trunk Groups are properly defined the trunks that UTEX should establish from its switch,	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	<u>termination of Local Exchange Traffic, pursuant to Telcordia Technical Reference GR-317-CORE “GR-317.”</u>	over its Interconnection facilities to its POI, and then over AT&T Texas facilities to the appropriate AT&T Texas tandem. This will establish a talk path between its switch and AT&T Texas' tandem switch, which can then be used to exchange section 251(b)(5) type traffic, using the guidelines established in Telcordia Technical Reference GR 317 CORE. UTEX does not offer competing language on this issue, Hamiter Direct at 32-33.	<i>said about AT&T's.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
AT&T § 51.1.75	<u>AT&T: “Local Loop Transmission”, “Unbundled Local Loop”, “Loop” means the transmission path which extends from the Network Interface Device or demarcation point at an End User’s premise to the Main Distribution Frame or other designated frame or panel in the AT&T TEXAS Serving Wire Center.</u>	This term is used in the ICA and should be defined to clearly describe what is meant when it is used. AT&T Texas' proposed definition accurately reflects the intended use of the term and is consistent with the law. UTEX objects, but UTEX offers no competing definition of its own. Hatch Direct at 22-23.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition for the term should not be included in the ICA because it does not mirror the definition of “local loop” in the FCC rules. Instead, the Arbitrators adopt the following definition for “Local Loop,” which is consistent with the FCC’s definition in 47 C.F.R. § 51.319(a).</i> <i>“‘Local Loop’ is a network element that is a transmission facility between a distribution frame (or its equivalent) in AT&T Texas’s central office and the loop demarcation point at an end-user customer premises.”</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
AT&T § 51.1.76	AT&T: <u>“Local Number Portability” means the ability of users of Telecommunications Services to retain, at the same location, the presence of a previously existing telephone number(s).</u>	This is one of a number of terms used in the ICA for which AT&T Texas offers a definition to which UTEX objects, but UTEX offers no competing definition of its own. Nor did UTEX identify any problems with the proposed definition of this term in its testimony. These terms should be defined in the ICA to clearly describe what is meant when the terms are used in the ICA. AT&T Texas’ proposed definitions accurately reflect the intended use of the terms and are consistent with the law. Neinast Direct at 7-8.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
AT&T § 51.1.77 UTEX § 51.80	AT&T: <u>“Location Routing Number (LRN) is a ten (10) digit number that is assigned to the network switching elements (Central Office – Host and Remotes as required) for the routing of calls in the network. The first six (6) digits of the LRN will be one of the assigned NPA NXX of the switching element. The purpose and functionality of the last four (4) digits of the LRN have not yet been defined but are passed across the network to the terminating switch.</u>	AT&T Texas’ proposed definition of Local Routing Number is more accurate and is based on industry standards, while UTEX’s version is vague and ambiguous. Neinast Direct at 7-8. UTEX did not address the parties’ competing definitions of this term in its testimony.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i> <i>UTEX offered no argument supporting its competing definition.</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	<p>UTEX: Location Routing Number (LRN) — A NPA-NXX-XXXX within a NXX that is assigned to a switch that serves ported numbers. The LRN is associated with ported numbers in the Local Number Portability data base along with the appropriate CCS/SS7 Point Code for the designated switch (i.e., the recipient switch) that is required to route calls directed to ported numbers working out of the switch.</p>			
AT&T § 51.1.78	<p>AT&T: <u>“Local Service Provider” (LSP) is the LEC that provides retail local Exchange Service to an End User. The LSP may or may not provide any physical network components to support the provision of that End User’s service.</u></p>	<p>The term LSP refers to any retail LEC providing a service, regardless of whether said provider has its own physical network, or if it uses the network of another LEC for purposes of selling service to a retail customer. The term is used in Attachment Local Number Portability and thus should be defined. McPhee Direct at 26-27.</p>	<p><i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i></p>	<p><i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA.</i></p>
UTEX § 51.78	<p>UTEX: Local Tandem — Denotes a Telephone Company switching system that provides a concentration and</p>	<p>This term is not used in any of the NIM attachments or in the Appendix ITR. The Commission should strike this term from the ICA. Boyd Direct at 38-39.</p>	<p><i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1,</i></p>	<p><i>The Arbitrators concur with AT&T Texas and decline to adopt this definition.</i></p>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	distribution function for originating or terminating Local/IntraLATA traffic between Local Exchange Carriers' End Offices within a single LATA.		<i>Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	
UTEX § 51.75	UTEX: Local Calling Area Represented by one or more rate centers from which originating and terminating traffic may complete a call without incurring Message Telecommunications Service (MTS) or Telephone Toll charges. Typically there is a 1+ retail "toll indicator" for non LCA calls. Unless otherwise stated, the IGI-POP local calling area shall include all rate centers of all calling scopes which overlap in whole or in part the incumbent local calling scope of the Situs location of the IGI-POP including the calling area of CMRS providers. All traffic originated from or terminated to the IGI-POP or TIPToP will have no intercarrier compensation due, unless	AT&T Texas offers a straightforward definition of LCA, which is also known as Exchange Area, by referring to a Commission-defined area where a distinct local rate schedule is in effect. McPhee Direct at 28; <i>see also</i> discussion of "Exchange Area" above. UTEX's definition of LCA is neither simple nor straightforward. Unless one has a full understanding of UTEX's IGI-POP tariff (and perhaps not even then), it is impossible to discern from UTEX's definition what the LCAs are or even where to find them. It also references the LCAs of wireless providers, which have nothing to do with an ICA between UTEX and AT&T Texas. Moreover, UTEX includes specific compensation provisions, which do not belong in a definition. McPhee Direct at 29.	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that it is appropriate to include a definition of a local calling area because the term appears in the intercarrier compensation language approved by the Arbitrators for Attachment 6 to NIM: Intercarrier Compensation. However, the Arbitrators do not adopt UTEX's proposed definition because the term "local calling area" as used in the intercarrier compensation language approved by the Arbitrators makes reference to local calling areas as defined in AT&T Texas's tariffs while UTEX's proposed definition does not. Therefore, the Arbitrators define local calling areas as follows:</i> <i>"'Local Calling Area' or 'LCA' is an AT&T Texas local calling area, as defined in AT&T Texas's General Exchange Tariff. LCA is synonymous with 'Local</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	the Out of Balance Threshold has been met.			<i>Exchange Area.’’</i> <i>The Arbitrators note that the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
UTEX § 51.81	UTEX: Local Switching Office — The switching office where customer station Channels are terminated for purposes of interconnection to each other and to interoffice Trunks. Also known as an End Office Switch.	This term is not used in any of the NIM attachments or in the Appendix ITR. The Commission should strike this term from the ICA. Boyd Direct at 38-39.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators concur with AT&T Texas and decline to adopt this definition.</i>
UTEX § 51.79	UTEX: Local Traffic For purposes of intercompany compensation, “Traffic” is “Local” if (i) the call originates and terminates in the same AT&T Texas exchange area; or (ii) originates and terminates within different AT&T Texas Exchanges that share a common mandatory local calling area, e.g., mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other like types of mandatory	UTEX’s definition of Local Traffic is similar to AT&T Texas’ definition of Section 251(b)(5) Traffic, but with some important substantive differences. First, AT&T Texas’ definition specifically references the location of the originating and terminating end users and states that the originating and terminating parties (<i>i.e.</i> , end users) must be physically located within the same LCA or common mandatory LCA. In contrast, UTEX’s definition of Local Traffic makes no reference to end users at all, which leaves open to interpretation what constitutes the originating and terminating points	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that UTEX’s proposed definition should not be included in the ICA because the traffic classified as “local traffic” is addressed in the intercarrier compensation language approved by the Arbitrators for Attachment 6 to NIM: Intercarrier Compensation.</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	expanded local calling scopes. Local Traffic is not ESP Traffic, OCA Traffic or FX Traffic, even if the compensation mechanism for any of them is the same.	of a call – and therefore what constitutes Local Traffic. UTEX also improperly includes a compensation provision. Explanations regarding the application of a term are more appropriately placed in the terms and conditions for the application, in this case NIM 6: Intercarrier Compensation. McPhee Direct at 30. <i>See also</i> discussion of “Section 251(b)(5) Traffic” below.		
AT&T § 51.1.79	AT&T: <u>“Loss” or “Losses” means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys’ fees).</u>	This term should be defined in the ICA to clearly describe what is meant when it is used in the ICA. AT&T Texas’ proposed definition accurately reflects the intended use of the term and is consistent with the law. UTEX offered no competing definition nor any testimony about this definition. Pellerin Direct at 63-64.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
UTEX § 51.82	UTEX: Mbps — Megabits, or millions of Bits, per second.	This term is not used in any of the NIM attachments or in the Appendix ITR. The Commission should strike this term from the ICA. Boyd Direct at 38-39.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators concur with AT&T Texas and decline to adopt this definition.</i>
AT&T § 51.1.80	AT&T: <u>“MECAB” refers to the Multiple Exchange Carrier Access Billing document prepared by</u>	AT&T Texas proposes a definition for Multiple Exchange Carrier Access Billing (“MECAB”), one of the	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	<p><u>the Billing Committee of the Ordering and Billing Forum “OBF”, which functions under the auspices of the Carrier Liaison Committee “CLC of the Alliance for Telecommunications Industry Solutions “ATIS”. The MECAB document, published by ATIS as ATIS/OBF-MECAB- Issue 6, February 1998, contains the recommended guidelines for the billing of access services provided to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA.</u></p>	<p>documents that contains industry guidelines used by carriers when they order and bill for access services provided to an IXC by two or more carriers. MECAB contains guidelines recommended by the Ordering and Billing Forum (“OBF”) for the billing of access services to an IXC by two or more LECs, or by one LEC in two or more states within a single LATA. This is an industry-standard document used by carriers for just such purposes, enabling all providers to uniformly provision and bill for jointly-provided switched access service to IXCs. McPhee Direct at 22-23. In addition, where AT&T Texas has proposed use of the term MECAB, in NIM 6 Sections 6.2, 6.4 and 6.5, UTEX does not oppose the language. Since the use of the term has been agreed upon by both Parties, it makes sense to provide a definition for it. <i>Id.</i> at 23.</p>	<p><i>said about AT&T's.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i></p>	<p><i>describes what is meant when this term is used in the in the Inter-carrier Compensation Attachment (Attachment 6 to NIM) approved by the Arbitrators. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i></p>
AT&T § 51.1.81	<p><u>AT&T: “MECOD” refers to the Multiple Exchange Carriers Ordering and Design Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning</u></p>	<p>AT&T Texas proposes a definition for Multiple Exchange Carriers Ordering and Design (“MECOD”), one of the documents that contains industry guidelines used by carriers when they order and bill for access services provided to an IXC by two or more carriers. The</p>	<p><i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i></p>	<p><i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the Inter-carrier Compensation Attachment (Attachment 6 to NIM) approved by the</i></p>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	<u>Committee of the OBF, which functions under the auspices of the CLC of ATIS. The MECOD document, published by ATIS as ATIS/OBF-MECAB- Issue 3, February 1993, establishes methods for processing orders for access service which is to be provided to an IXC by two or more telecommunications providers.</u>	MECOD document contains OBF-developed guidelines for establishing methods for processing orders for access service that is to be provided to an IXC by two or more telecommunications providers. This is an industry-standard document used by carriers for just such purposes, enabling all providers to uniformly provision and bill for jointly-provided switched access service to IXCs. McPhee Direct at 22-23. In addition, where AT&T Texas has proposed use of the term MECOD, in NIM 6 Section 6.2, UTEX does not oppose the language. Since the use of the term has been agreed upon by both Parties, it makes sense to provide a definition for it. <i>Id.</i> at 23.		<i>Arbitrators. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
AT&T § 51.1.82 UTEX § 51.83	<u>AT&T: “Meet-Point Billing” (MPB) refers to the billing associated with interconnection of facilities between two or more LECs for the routing of traffic to and from an IXC with which one of the LECs does not have a direct connection. In a multi-bill environment, each Party bills the appropriate</u>	AT&T Texas’ definition of MPB accurately describes the circumstances under which MPB occurs. McPhee Direct at 23. AT&T Texas’ proposed definition is based on standard industry terminology. It should be adopted because it provides clarity and certainty regarding the intended meaning for the related contract provisions. <i>Id.</i> at 8. UTEX’s definition, which	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the Intercarrier Compensation Attachment (Attachment 6 to NIM) approved by the Arbitrators. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	<p><u>tariffed rate for its portion of a jointly provided Switched Exchange Access Service.</u></p> <p>UTEX: Meet Point Billing — The arrangement through which multiple Exchange Carriers involved in providing Switched or Special Access Services divide the ordering, rating, and billing of such services on a proportional basis, so that each Exchange Carrier involved in providing a portion of the Access Service agrees to bill under its respective Tariff.</p>	<p>describes an arrangement applicable to both switched and special access services and proportions the ordering, rating and billing of such services, is inaccurate. MPB does not apply to special access services, nor does it have anything to do with ordering. On that basis alone, UTEX's definition should be rejected. In addition, UTEX's definition appears to be yet another attempt by UTEX to avoid responsibility for access charges by improperly characterizing long-distance traffic it delivers to AT&T Texas as being jointing provided "Access Service." <i>Id.</i></p>		<p><i>The Arbitrators note that UTEX's proposed definition refers to special access, but Meet Point Billing does not apply to special access.</i></p>
UTEX § 51.84	<p>UTEX: Mobile Telephone Switching Office — A Mobile Carrier's switching system that is used to connect to mobile stations for the purposes of interconnection to each other and to trunks interfacing with the PSTN.</p>	<p>This term is not used in any of the NIM attachments or in the Appendix ITR. The Commission should strike this term from the ICA. Boyd Direct at 38-39.</p>	<p><i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i></p>	<p><i>The Arbitrators concur with AT&T Texas and decline to adopt this definition.</i></p>
AT&T § 51.1.83	<p>AT&T: <u>"Multiple Bill/Single Tariff" is a billing method used when Switched Exchange</u></p>	<p>AT&T Texas proposes to define this term as the parties, in NIM 6, Section 6.5, have agreed to its use. It is simply a billing method</p>	<p><i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be</i></p>	<p><i>The Arbitrators conclude that AT&T Texas's proposed definition should be included in the ICA because it clearly</i></p>

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	<u>Access Services is jointly provided by the Parties. As described in the MECAB document, each Party will render a bill in accordance with its own tariff for that portion of the service it provides. Each Party will bill its own network access service rates.</u>	used when switched access services to an IXC are jointly provided by the Parties, and is further described in the MECAB document. McPhee Direct at 24.	<i>said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>describes what is meant when this term is used in the Inter-carrier Compensation Attachment (Attachment 6 to NIM) approved by the Arbitrators. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
AT&T § 51.1.84	AT&T: "Mutual Compensation"	Issue closed. Term withdrawn.	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that this definition should not be included in the ICA because AT&T Texas has withdrawn it.</i>
AT&T § 51.1.85	AT&T: <u>"Network Data Mover" (NDM) is an industry standard protocol for transferring information electrically.</u>	NDM, or Connect:Direct/NDM ¹ , is a data transfer software product that distributes information and manages production activities. While XML implementation eliminated much of the need for this activity, the system is still used for certain CLEC report requests. It is unclear why UTEX objects to the inclusion of this language since Connect:Direct/NDM is just one way that a CLEC can submit its LSRs to AT&T Texas. Merely defining the term Connect:Direct/NDM within the	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas's proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
		<p>agreement in no way forces UTEX to use it. Christensen Direct at 19-21.</p> <p>¹Since the parties originally proposed their language, a newer version of NDM has been deployed and is now referred to as Connect:Direct. AT&T Texas requests that this term be referred to as Connect:Direct/ NDM. Christensen Direct at 19-21</p>		
AT&T § 51.1.86	AT&T: <u>“Network Element” is As Defined in the Act.</u>	AT&T Texas' language is preferable since it identifies the source of the definition and would automatically incorporate any changes Congress might make to the definition as found in the Act. See also Niziolek Direct at 32.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it references the FTA, which is source of the definition, and would automatically incorporate any changes made to the definition in the future.</i>
UTEX § 51.85	UTEX: No Facilities Available — The AT&T Texas response on a high speed UNE loop request if and only if AT&T Texas would reject a request from a non-CLEC end user or carrier customer to the same location and would require a special construction charge of over \$50,000.00 for the	While the term itself is used in the industry in situations in which an end user’s premise is not wired or in which spare facilities are not available, UTEX’s proposed language puts a completely different spin on the process by which AT&T Texas notifies its CLEC customers that a facility shortage exists to a given end user location. That is, UTEX’s proposed language would create	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that UTEX’s proposed definition should not be included in the ICA because it creates a UTEX-specific OSS notice that is inconsistent with the collaborative processes approved by the Arbitrators in the OSS appendix.</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	installation of a similar speed high speed service, pursuant to contract or tariff.	yet another OSS response entirely designed for UTEX alone. Christensen Direct at 21-22. <i>See</i> discussion of “Hardwire Capacity Available” above; <i>see also</i> Hatch Direct at 28-29.		
UTEX § 51.86	UTEX: No Capacity Available — The AT&T Texas response on a high speed UNE loop request if and only if AT&T Texas has a fiber system installed at or near the customer location for which the requested UNE loop was requested, but the system is at full capacity.	This term is not one used in the industry in connection with OSS. UTEX’s proposed language would create yet another OSS response entirely designed for UTEX alone. Christensen Direct at 22-23. <i>See</i> discussion of “Hardwire Capacity Available” above.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that UTEX’s proposed definition should not be included in the ICA because it creates a UTEX-specific OSS notice that is inconsistent with the collaborative processes approved by the Arbitrators in the OSS appendix.</i>
UTEX § 51.87	UTEX: Non-Toll Traffic — All traffic which is not specifically rated as either “IntraLATA Interexchange Traffic” or “InterLATA Interexchange Traffic.”	UTEX proposed to define the term Non-Toll Traffic. Its definition is confusing because UTEX defines this term not by describing what it is, but by stating what it is not. Definitions should be affirmative statements of what a particular term means, and other terms within the definition should be adequately defined. UTEX’s vague and confusing definition of Non-Toll Traffic should be rejected in favor of AT&T Texas’ accurate and previously approved term Section 251(b)(5) Traffic. McPhee Direct at 31. <i>See also</i> discussion of	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that UTEX’s proposed definition for the term “Non-Toll Traffic” should not be included in the ICA because it does not appear in the intercarrier compensation language proposed by the parties or approved by the Arbitrators in Attachment 6 to NIM: Intercarrier Compensation. Furthermore, the Arbitrators find it unnecessary to define Non-Toll Traffic because the intercarrier compensation language approved by the</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
		“Section 251(b)(5) Traffic” below.		<i>Arbitrators in Attachment 6 to NIM lists the various categories of traffic exchanged between the parties that would be subject to compensation.</i>
UTEX § 51.88	UTEX: Non-Recurring Charges — The one-time initial charges for services or facilities, including but not limited to charges for construction, installation, or special fees, for which the Party becomes liable at the time the Service Order is executed.	UTEX has proposed language defining Non-Recurring Charges. AT&T Texas has not found it necessary in ICAs with other CLECs to define this common term. However, if definitions for this term is included in this ICA, AT&T Texas recommends using a commonly understood definition as found in a Telecom Dictionary (On-line Telecom Dictionary, Althos Publishing, Copyright 2002-2009) instead of the definition proposed by UTEX. The following would be acceptable to AT&T Texas: “A charge for a facility or product that only occurs one time or is not periodically charged.” Niziolek Direct at 20-21.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that UTEX’s proposed definition for the term “Non-Recurring Charge” should not be included in the ICA. Instead, the Arbitrators adopt a more generic and commonly accepted definition of the term:</i> <i>Non-Recurring Charge - A charge for a facility or product that is not periodically charged.</i>
AT&T § 51.1.87 UTEX § 51.89	AT&T: <u>“North American Numbering Plan” (NANP) A numbering architecture in which every station in the NANP Area is identified by a unique ten-digit address consisting of a three-digit NPA code, a three digit</u>	AT&T Texas’ definition is consistent with industry usage of this term. UTEX’s definition is not, insofar as it refers to the last four digits as a “station, directory or line number.” Per Newton’s Telecom Dictionary (25 th ed.), the appropriate term is line number. Directory number refers to the	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	<p><u>central office code of the form NXX, and a four-digit line number of the form XXXX.</u></p> <p>UTEX: North American Numbering Plan (NANP) — A three-digit Numbering Plan Area (NPA) code and a seven-digit telephone number made up of a three-digit Central Office code (NXX) plus a four-digit station, directory or line number.</p>	<p>entire 10 digit phone number and station number is an antiquated term.</p>		<p><i>Coalition ICA.</i></p>
<p>AT&T § 51.1.88</p>	<p>AT&T: <u>“Numbering Plan Area” (NPA) also called area code. An NPA is the 3-digit code that occupies the A, B, C positions in the 10-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits 2-9 and X represents any digit 0-9. In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP</u></p>	<p>The term NPA was invented in 1947 by AT&T and Bell Telephone Laboratories, as part of the North American Numbering Plan (“NANP”) to assign codes and rules for routing calls across North America. The NPA is very important in switch translations and call routing, and is observed and followed industry-wide. AT&T Texas’ proposed definition is consistent with the industry-wide understanding of NPA and should be adopted. UTEX does not offer a definition for NPA. Hamiter Direct at 38-39.</p>	<p><i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i></p>	<p><i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i></p> <p><i>However, the Arbitrators adopt AT&T Texas’s proposed definition, as modified to reflect UTEX’s proposed use of 500 numbers:</i></p> <p><i>“Numbering Plan Area” (NPA) also called area code.</i></p>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	<p><u>Area. b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, e.g., 800.</u></p>			<p><i>An NPA is the 3-digit code that occupies the A, B, and C positions in the 10-digit NANP format that applies throughout the NANP Area. NPAs are of the form NXX, where N represents the digits 2-9 and X represents any digit 0-9. In the NANP, NPAs are classified as either geographic or non-geographic. a) Geographic NPAs are NPAs which correspond to discrete geographic areas within the NANP Area. b) Non-geographic NPAs are NPAs that do not correspond to discrete geographic areas, but which are instead assigned for services with attributes, functionalities, or requirements that transcend specific geographic boundaries. The common examples are NPAs in the N00 format, e.g., 800 <u>and</u> 500.</i></p>
AT&T § 51.1.89	<p><u>AT&T: “Number Portability” is As Defined in the Act.</u></p>	<p>This is one of a number of terms used in the ICA for which AT&T Texas offers a definition to which UTEX objects, but UTEX offers no competing definition of its own. Nor did UTEX identify any problems with the proposed definition of this term in its</p>	<p><i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i></p>	<p><i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this</i></p>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
		testimony. These terms should be defined in the ICA to clearly describe what is meant when the terms are used in the ICA. AT&T Texas' proposed definitions accurately reflect the intended use of the terms and are consistent with the law. Neinast Direct at 7-8.		<i>definition in the Docket No. 28821 CLEC Coalition ICA.</i>
AT&T § 51.1.90	AT&T: <u>“NXX” or “Central Office Code” is the three-digit switch entity indicator that is defined by the fourth through sixth digits of a 10-digit telephone number within the NANP. Each NXX Code contains 10,000 station numbers.</u>	“NXX” or “Central Office Code” refers to the unique codes that identifies the switching entity in which the telephone number, assigned to an end user, resides. The NXX office code is the first three digits of a 7-character telephone number, or fourth through sixth digits of a 10-digit telephone number. The NXX is used by switch translations to determine to which central office a call must terminate within a given calling area. AT&T Texas' proposed definition is consistent with the industry-wide understanding of NXX and should be adopted. UTEX does not offer a definition for NXX. Hamiter Direct at 39.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
UTEX § 51.90	UTEX: Off-Hook — The active condition of Switched Access or a Telephone Exchange Service line.	This term is not used in any of the NIM attachments or in the Appendix ITR. The Commission should strike this term from the ICA. Boyd Direct at 38-39.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue</i>	<i>The Arbitrators concur with AT&T Texas and decline to adopt this definition.</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
			<i>61, UTEX Position Statement.</i>	
UTEX § 51.91	UTEX: On-Hook — The idle condition of Switched Access or a Telephone Exchange Service line.	This term is not used in any of the NIM attachments or in the Appendix ITR. The Commission should strike this term from the ICA. Boyd Direct at 38-39.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators concur with AT&T Texas and decline to adopt this definition.</i>
UTEX § 51.92	UTEX: Operator Services — Any telecommunications service that includes any automatic or live assistance to a consumer to arrange for billing or completion, or both, of a telephone call.	Issue closed. AT&T accepts UTEX’s definition.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that this definition should be included in the ICA because it is agreed.</i>
AT&T § 51.1.91	AT&T: <u>“Ordering and Billing Forum” (OBF) is a forum comprised of local telephone companies and inter-exchange carriers whose responsibility is to create and document Telecommunication industry guidelines and standards.</u>	AT&T Texas is not entirely sure why UTEX objects to the inclusion of a paragraph that merely defines what the OBF is other than its apparent disdain for all industry collaborative efforts. Nevertheless, UTEX offers no competing language, but simply rejects the inclusion of the AT&T Texas proposed definition. AT&T Texas’ language is appropriate and should be adopted. Christensen Direct at 23.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
AT&T § 51.1.92	AT&T: <u>“Originating Line Information” (OLI) is an SS7 Feature Group D signaling parameter</u>	The term OLI is a parameter, or a subfield, of the SS7 Initial Address Message. It refers to the number transmitted through the	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	<u>which refers to the number transmitted through the network identifying the billing number of the calling Party.</u>	network identifying the billing number of the calling party. Because OLI is part of the ubiquitous SS7 signaling and is important to proper billing of Feature Group D calls, AT&T Texas believes it is important that this term be in the ICA. UTEX does not offer a definition for OLI. Hamiter Direct at 39.	<i>said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
AT&T § 51.1.93	AT&T: "Originating Point Code"	Issue closed. Term withdrawn.	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that this definition should not be included in the ICA because AT&T Texas has withdrawn it.</i>
UTEX § 51.93	UTEX: Out of Balance Threshold — If the sum of Local and ESP Traffic originated by one Party that is terminated by the other Party is greater than 110% of the sum of Local and ESP Traffic originated by the other Party and terminated by the first Party, then traffic will be considered to be Out of Balance, and the Parties will begin to compensate each other at the compensation rate stated herein for Local	AT&T Texas objects to UTEX's definition for two reasons. First, terms and conditions of a particular intercarrier compensation mechanism are not appropriate for a definition and should be placed in a compensation attachment. Second, AT&T Texas disagrees with the particulars of the definition. <i>See</i> discussion of AT&T Issues NIM 6-4b and NIM 6-4c in Section VI.A of AT&T Texas' Brief. Besides being duplicative, UTEX's definition of the term Out of Balance Threshold is inappropriate for the	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that UTEX's proposed definition for the term "Out of Balance Threshold" should not be included in the ICA because the term is addressed in the compensation language approved by the Arbitrators.</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	and ESP Traffic.	ICA and should be rejected. McPhee Direct at 34.		
UTEX § 51.94	UTEX: Out of Band Signaling — A signaling feature which allows customers to exchange call control and signaling information over a communications path which is separate from the message or bearer path.	This term is not used in any of the NIM attachments or in the Appendix ITR. The Commission should strike this term from the ICA. Boyd Direct at 38-39.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators concur with AT&T Texas and decline to adopt this definition.</i>
AT&T § 51.1.94	AT&T: <u>“Out of Exchange LEC (OE-LEC)” means UTEX operating within AT&T TEXAS’ incumbent local exchange area and provides telecommunications services utilizing NPA-NXXs identified to reside in a Third Party Incumbent LEC’s local exchange area.</u>	AT&T Texas proposes to define Out of Exchange LEC (OE-LEC) because the term describes a distinct arrangement where AT&T Texas may exchange traffic with UTEX involving UTEX end users located outside of AT&T Texas’ incumbent territory. AT&T Texas’ duties and obligations under the Act differ whether the services provided are within or outside of its incumbent territory, and the definition for OE-LEC provides for that distinction. Out of Exchange Traffic is contained in Appendix ITR, Section 11. McPhee Direct at 40.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
AT&T § 51.1.95	AT&T: <u>“Out of Exchange Traffic” is defined as local or intraLATA traffic to or from a non-AT&T ILEC exchange area.</u>	AT&T Texas proposes to define Out of Exchange Traffic because the term describes a distinct arrangement where AT&T Texas may exchange traffic with UTEX	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
		involving UTEX end users located outside of AT&T Texas' incumbent territory. AT&T Texas' duties and obligations under the Act differ whether the services provided are within or outside of its incumbent territory, and the definition for OE-LEC provides for that distinction. Out of Exchange Traffic is contained in Appendix ITR, Section 11. McPhee Direct at 40.	<i>1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
AT&T § 51.1.96 UTEX § 51.95	<p>AT&T: <u>“Party” means either UTEX or the AT&T-owned ILEC; use of the term “Party” includes each of the AT&T-owned ILEC(s) that is a party to this Agreement. “Parties” means both UTEX and the AT&T-owned ILEC; use of the term “Parties” includes each of the AT&T-owned ILEC(s) that is a party to this Agreement.</u></p> <p>UTEX: Party or Parties — Either AT&T Texas or UTEX or both, depending on context.</p>	AT&T Texas' definition makes clear that AT&T Texas is a party to the ICA in its capacity as an AT&T-owned ILEC. And while UTEX's definition is not wrong, AT&T Texas' definition is more complete. Pellerin Direct at 7.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA and is more complete than UTEX’s proposed definition. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
AT&T § 51.1.97	AT&T: <u>“Permanent Number Portability” (PNP) is a long term</u>	This is one of a number of terms used in the ICA for which AT&T Texas offers a definition to which	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	<u>method of providing LNP using LRN.</u>	UTEX objects, but UTEX offers no competing definition of its own. Nor did UTEX identify any problems with the proposed definition of this term in its testimony. These terms should be defined in the ICA to clearly describe what is meant when the terms are used in the ICA. AT&T Texas' proposed definitions accurately reflect the intended use of the terms and are consistent with the law. Neinast Direct at 7-8.	<i>and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
AT&T § 51.1.98	AT&T: <u>"Person" means an individual or a partnership, an association, a joint venture, a corporation, a business or a trust or other entity organized under Applicable law, an unincorporated organization or any Governmental Authority.</u>	This term should be defined in the ICA to clearly describe what is meant when it is used in the ICA. AT&T Texas' proposed definition accurately reflects the intended use of the term and is consistent with the law. UTEX offered no competing definition nor any testimony about this definition. Pellerin Direct at 63-64.	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas's proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
AT&T § 51.1.99	AT&T: <u>"Physical Collocation" is as defined in Appendix Physical Collocation.</u>	AT&T Texas proposes to add language to the GTC definitions referencing that Physical Collocation is as defined in the Appendix Physical Collocation. UTEX has not indicated the basis for any objection to this seemingly uncontroversial language. Niziolek Direct at 11.	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas's proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
AT&T § 51.1.100	AT&T: <u>“Plain Old Telephone Service” (POTS) means telephone service for the transmission of human speech.</u>	Issue closed. Term withdrawn.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that this definition should not be included in the ICA because AT&T Texas has withdrawn it.</i>
AT&T § 51.1.101	AT&T: <u>“Point of Interconnection” (POI) is a physical location at which the Parties’ networks meet for the purpose of establishing Interconnection. POIs include a number of different technologies and technical interfaces based on the Parties’ mutual agreement.</u>	A Point of Interconnection is a crucial part of interconnection. The POI language in an ICA establishes where a POI is located, what equipment can be used to establish a POI, and how many POIs there can be. POI must also be defined so both parties are clear about their respective obligations. AT&T Texas is responsible for the facilities on its side of the POI and the CLEC is responsible for the facilities on its side of the POI. Hamiter Direct at 26-7.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
UTEX § 51.96	UTEX: Point of Presence — Location where a Customer maintains a facility for purposes of interconnecting to a Party’s Network.	This term is not used in any of the NIM attachments or in the Appendix ITR. The Commission should strike this term from the ICA. Boyd Direct at 38-39.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators find that it is appropriate to adopt a definition for the term “Point of Presence” because it appears in the intercarrier compensation language approved by the Arbitrators. The Arbitrators define the term in the text of the Award in the section titled “Inter-carrier Compensation for Traffic Involving UTEX’s ESP Customers,” and</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
				<i>therefore do not adopt UTEX's proposed definition.</i>
UTEX § 51.97	UTEX: Privacy Indicator — “Privacy Indicator” Information, contained in the calling party number parameter of the call set-up message associated with an interstate call on a Signaling System 7 network, that indicates whether the calling party authorizes presentation of the calling party number to the called party.	This term is not used in any of the NIM attachments or in the Appendix ITR. The Commission should strike this term from the ICA. Boyd Direct at 38-39.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators concur with AT&T Texas and decline to adopt this definition.</i>
UTEX § 51.98	UTEX: Premises — The space occupied by a Customer or Authorized User, owner, occupant or authorized designee in a building or buildings or on contiguous property (except railroad rights-of-way, etc.), including property subject to an easement on which poles, conduits, rights of way, huts, or CEVs are placed or located. It includes the location of a minimum point of entry a NID or another location such as a pole or terminal as identified by the owner, occupant or authorized	UTEX’s proposed definition is non-sensical, overbroad and confusing. Based on the definition, it appears to relate in part to the Attachment Structure (as it refers to property subject to an easement on which poles, conduits, rights of way, huts, or CEVs are placed or located). “Premises” does not appear in that Attachment. The definition is also overbroad, insofar as it can include space occupied by a “Customer[,] ... Authorized User, owner, occupant or authorized designee ...” and “Either Party.” It is also unclear as to what is meant by the sentence “Identification includes, but is not limited, to the marking of a new	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators concur with AT&T Texas and decline to adopt this definition.</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	designee. Identification includes, but is not limited, to the marking of a new address. Either Party may also have a Premises.	address.” UTEX’s testimony did not shed any light on what UTEX intends by this definition of why it is needed.		
UTEX § 51.99	UTEX: Presubscription — For Access Service purposes, an arrangement whereby a Party’s Customer or Authorized User may select and designate to a Legacy Interexchange Carrier (IXC) or Carriers that may be accessed, without an Access Code. The selected Legacy IXC(s) are referred to as the Primary Interexchange Carrier (PIC). The Authorized User may select any Legacy IXC that orders FGD Access Service at the Local Switching Center that serves the Authorized User.	UTEX’s proposed definition of Presubscription, which is a slightly modified version of the definition in its IGI-POP tariff, has no place in the ICA and should be rejected because <i>neither</i> party uses the term. McPhee Direct at 24-25. <i>See also</i> discussion of “Legacy” above.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that UTEX’s proposed definition should not be included in the ICA because neither party uses the term in the ICA.</i>
UTEX § 51.100	UTEX: Public Switched Telephone Network (PSTN) — A common carrier switched network, operated by Local Exchange Carriers, Interexchange Carriers,	PSTN has a widely accepted meaning within the telecommunications industry; there is no need to include a definition of PSTN in the ICA. Hamiter Direct at 40. UTEX claims that its definition comes	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position</i>	<i>The Arbitrators find AT&T Texas’s argument unpersuasive that PSTN has a widely accepted meaning and thus should not be defined in the ICA.</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	and/or CMRS providers, that uses the North American Numbering Plan in connection with the provision of switched services.	straight from FCC Rule 20.3 (Feldman Rebuttal at 66.) AT&T Texas presumes UTEX means 47 CFR § 20.3, which provides definitions related to commercial mobile radio service, or CMRS. UTEX's definition is not a verbatim quote from the § 20.3 (which defines "Public Switched Network," not "Public Switched Telephone Network). In any event, if a definition of PSTN is needed it should follow the form advocated by AT&T Texas for similar words of well-established meaning and refer explicitly to the source of the definition.	<i>Statement.</i>	<i>The Arbitrators find UTEX's proposed definition to be clear and correct, and adopt it for use in this ICA.</i>
AT&T § 51.1.104	AT&T: <u>"Rate Center" means an uniquely defined geographical location within an exchange area (or a location outside the exchange area) for which mileage measurements are determined for the application of interstate tariffs.</u>	This term is associated with the rating and routing of calls that are transported between the parties' networks and should be defined in the ICA. Rate Center represents a specific location used in the designation of traffic and/or facilities as interstate, and therefore subject to interstate tariffs. This is important because some services are assessed charges based on a mileage component. To calculate this mileage component, it is important to identify specific points for measuring mileage in a consistent manner. McPhee Direct at 40.	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas's proposed definition should be included in the ICA because the term is associated with the rating and routing of calls exchanged between the parties, including identifying the geographic points for determining the jurisdiction of a call. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
AT&T § 51.1.105	AT&T: <u>“Rating Point” means the V&H coordinates associated with a particular telephone number for rating purposes.</u>	This term is associated with the rating and routing of calls that are transported between the parties' networks and should be defined in the ICA. Rating Point simply refers to Vertical and Horizontal (“V&H”) grid coordinates that uniquely identify a specific location where a telephone number (NPA-NXX) is assigned for call rating purposes. This is important because some services are assessed charges based on a mileage component. To calculate this mileage component, it is important to identify specific points for measuring mileage in a consistent manner. McPhee Direct at 40.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because the term is associated with the rating and routing of calls exchanged between the parties. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
UTEX § 51.102	UTEX: Recurring Charges — The monthly charges to the Customer for services, facilities and equipment, which continue for the agreed upon duration of the service.	UTEX has proposed language defining Recurring Charges. AT&T Texas has not found it necessary in ICAs with other CLECs to define this common term. However, if definitions for this term is included in this ICA, AT&T Texas recommends using a commonly understood definition as found in a Telecom Dictionary (On-line Telecom Dictionary, Althos Publishing, Copyright 2002-2009) instead of the definition proposed by UTEX. The following would be acceptable to AT&T Texas: “A predetermined charge associated	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that UTEX’s proposed definition should not be included in the ICA because it limits the application of the charge to a monthly basis. Instead, the Arbitrators adopt AT&T Texas’s proposed definition for the term, with a modification, which is consistent with the generally accepted meaning of the term.</i> <i>Recurring Charge - “A predetermined charge associated with a product or service that is assessed on a</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
		with a product or service that is assessed on a regular interval (i.e. monthly, quarterly, annually).” Niziolek Direct at 20-21.		<i>regular interval (e.g. i.e. monthly, quarterly, annually).</i>
AT&T § 51.1.106	AT&T: <u>“Referral Announcement” refers to a process by which calls are routed to an announcement that states the new telephone number of an End User.</u>	This term should be defined in the ICA to clearly describe what is meant when it is used in the ICA. AT&T Texas’ proposed definition accurately reflects the intended use of the term and is consistent with the law. UTEX offered no competing definition nor any testimony about this definition. Pellerin Direct at 63-64.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
UTEX § 51.103	UTEX: Remote Switching Module — A telecommunication device which connects to a host switch by DS-1, DS-3, Dark Fiber, or other transmission media. Remote Switching Modules include but are not limited to, RCUs and DLUs.	As discussed in connection with Issue Collocation 1 in Section V.A. of AT&T Texas’ Brief, the FCC has never determined that remote switching modules are requirements for collocation. In addition, UTEX’s definition is vague. It includes references to RCUs and DLUs but does not define those acronyms.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators find RSMs are included in the collocation equipment allowed in this ICA, and therefore this definition is needed. Furthermore, the Arbitrators find UTEX’s proposed definition to be clear and accurate, and adopt it for use in this ICA.</i>
AT&T § 51.1.107	AT&T: <u>“Routing Point” is a location which a LEC has designated on its own network as the homing or routing point for traffic inbound to Exchange Service provided by the LEC which bears a certain NPA-NXX</u>	Issue closed. Term withdrawn.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that this definition should not be included in the ICA because AT&T Texas has withdrawn it.</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	<u>designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access services. The Routing Point need not be the same as the Rating Point, nor must it be located within the Rate Center area, but must be in the same LATA as the NPA-NXX.</u>			
UTEX § 51.104	UTEX: Scheduled Completion Date — The date by which UNE Completion Date of a particular UNE is scheduled for completion.	This definition is problematic because it could describe the CLEC's desired due date for a given UNE request rather than the actual due date. Assuming that it is synonymous with desired due date, it is unnecessary and will only lead to confusion. The term "desired due date" has been used throughout the industry for at least the last 10 years as part of collaborative OSS development. Allowing UTEX to coin its own phrase simply complicates the whole process which the collaborative teams have worked hard to simplify. Christensen Direct at 23-25.	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that UTEX's proposed definition should not be included in the ICA because the term does not appear in the UNE language approved by the Arbitrators.</i>
UTEX § 51.105	UTEX: Scheduling Breach — A delay in the	For the reasons discussed in connection with GTC Issue 29,	<i>"UTEX's definitions are wholly compliant with Order No. 27.</i>	<i>The Arbitrators conclude that this term is used only in</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	scheduling or classification of a high speed UNE loop request.	the Commission should reject UTEX's liquidated damages proposal. This term is only used in that section and is therefore not necessary. Dysart Direct at 15. The language is also vague as to "timely manner" and does not account for innocent or excusable circumstances under which an alleged scheduling breach might occur.	<i>And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>UTEX's proposed Liquidated Damages Attachment, which they have declined to adopt. Therefore, the Arbitrators decline to adopt this definition.</i>
AT&T § 51.1.108	<p><u>AT&T: "Section 251(b)(5) Traffic" shall mean telecommunications traffic in which the originating End User of one Party and the terminating End User of the other Party are:</u></p> <p>a. <u>both physically located in the same ILEC Local Exchange Area as defined by the ILEC Local (or "General") Exchange Tariff on file with the applicable state commission or regulatory agency; or</u></p> <p>b. <u>both physically located within neighboring ILEC Local Exchange Areas that are within the same common</u></p>	AT&T Texas proposes to use the term "Section 251(b)(5) traffic" to describe the type of traffic subject to reciprocal compensation under Section 251(b)(5) of the Act. AT&T Texas defines this term pursuant to the FCC's Order on Remand and Report and Order, <i>In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996</i> , Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98, 99-68 (rel. April 27, 2001) ("FCC ISP Remand Order"), which was remanded but not vacated in <i>WorldCom, Inc. v. FCC</i> , 288 F.3d 429 (D.C. Cir. 2002). Section 251(b)(5) traffic originates from an end user and is destined to another end user that is physically located within the same ILEC mandatory local calling scope. AT&T Texas merely seeks to	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<p><i>The Arbitrators conclude that AT&T Texas's proposed definition should not be included in the ICA because the traffic classified as § 251(b)(5) traffic is addressed in the intercarrier compensation language approved by the Arbitrators for Attachment 6 to NIM: Intercarrier Compensation.</i></p> <p><i>The Arbitrators note that, for reasons described under AT&T NIM 6-1, all references to "§ 251(b)(5) traffic" have been replaced with "local traffic" in Attachment 6 to NIM: Intercarrier compensation.</i></p>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	<u>mandatory local calling area. This includes but is not limited to, mandatory Extended Area Service (EAS), mandatory Extended Local Calling Service (ELCS), or other types of mandatory expanded local calling scopes.</u>	conform the terminology in the new ICA to rulings from both this Commission and the FCC. McPhee Direct at 51-52; <i>id.</i> at 30. <i>See also</i> discussion of Issues NIM 6-1a and 6-1b in Section VI.A of AT&T Texas' Brief.		
AT&T § 51.1.109	AT&T: <u>"AT&T Communications Inc." (AT&T) means the holding company which directly or indirectly owns the following ILECs: Southwestern Bell Telephone, L.P. d/b/a AT&T Oklahoma and/or AT&T Texas.</u>	This term should be defined in the ICA to clearly describe what is meant when it is used in the ICA. AT&T Texas' proposed definition accurately reflects the intended use of the term and is consistent with the law. UTEX offered no competing definition nor any testimony about this definition. Pellerin Direct at 63-64.	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas's proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA.</i>
AT&T § 51.1.110	AT&T: <u>"AT&T TEXAS"—As used herein, means Southwestern Bell Telephone, L.P. d/b/a AT&T Texas, the applicable AT&T-owned ILEC doing business in Texas.</u>	The recitals identify AT&T Texas as the d/b/a for Southwestern Bell Telephone, and AT&T Texas' definition identifies AT&T Texas as the ILEC doing business in Texas. In light of UTEX's attempts to obtain non-Section 251 services from AT&T Texas' non-ILEC affiliates and to do so through its Section 251 ICA, maintaining this designation and distinction is important. Pellerin Direct at 7.	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas's proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA.</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
UTEX § 51.106	<p>UTEX: Service Commencement Date — The first day following the date on which a Party notifies the other Party that the requested service or facility is available for use, unless extended by the receiving Party's refusal to accept service which does not conform to standards set forth in the Service Order or this Agreement, in which case the Service Commencement Date is the date of the receiving Party's acceptance of service. The Parties may mutually agree on a substitute Service Commencement Date. If there is no executed Service Order, the Service Commencement Date will be the first date on which the service or facility was used by the receiving Party.</p>	<p>UTEX seeks to define a term that is not used in the industry. This term and its proposed inclusion by UTEX make no sense. UTEX does not explain how the term will impact order processing, provisioning or billing activities between the parties. Ostensibly, the "Service Commencement Date" is the day after the completion date, but the additional caveats UTEX proposes give UTEX the ability to refuse acceptance of the service for some arbitrary technical standard, thereby avoiding any billing associated with a service that could be fully functional. Giving UTEX this power under the agreement is not reasonable. This proposed language also suggests UTEX has the ability to have service installed, rearranged or disconnected without a Service Order. A CLEC should always be required to submit a service request (LSR or ASR) when it requests a product or service from AT&T Texas, and AT&T Texas will continue to be required to create a Service Order, on behalf of any CLEC, that results in the provisioning of that product or service. Christensen Direct at 25-26.</p>	<p><i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i></p>	<p><i>The Arbitrators conclude that UTEX's proposed definition should not be included in the ICA because the term is not used in the OSS appendix approved by the Arbitrators and UTEX has not explained how the term will impact order processing, provisioning, or billing activities.</i></p>
AT&T §	AT&T: <u>"Service Control</u>	Issue closed. Term withdrawn.	<i>"UTEX's definitions are wholly</i>	<i>The Arbitrators conclude that</i>

AT&T Texas provided in its Initial Brief the text shown here in normal font. The Arbitrators have added the text in italics.

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
51.1.111	<u>Point</u>		<i>compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>this definition should not be included in the ICA because AT&T Texas has withdrawn it.</i>
AT&T § 51.1.112	AT&T: <u>"Service Management System" (SMS) means an off-line system used to access, create, modify, or update information in a Database.</u>	This is one of a number of terms used in the ICA for which AT&T Texas offers a definition to which UTEX objects, but UTEX offers no competing definition of its own. Nor did UTEX identify any problems with the proposed definition of this term in its testimony. These terms should be defined in the ICA to clearly describe what is meant when the terms are used in the ICA. AT&T Texas' proposed definitions accurately reflect the intended use of the terms and are consistent with the law. Neinast Direct at 7-8.	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas's proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
UTEX § 51.107	UTEX: Service Order — The written request for services or facilities executed by a Party, using industry standard forms, or where there is no industry standard form, a form mutually agreed to by the Parties.	"Service Order" is a generally accepted and understood term within the industry. What UTEX proposes in its definition is not a Service Order. By limiting the meaning of this industry term with its own definition, UTEX again rejects the collaborative efforts supported by this Commission, ignores the efforts of industry standards groups and	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that UTEX's proposed definition should not be included in the ICA because it is inconsistent with the generally accepted meaning of the term. The Arbitrators decline to include another definition for the term because its meaning is clear in the various contexts in which it is used in the OSS</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
		seeks to have a unique OSS. Given that industry bodies such as the NENA have a definition for the term “Service Order,” AT&T did not and does not believe it is necessary to define the term within the ICA. If, however, a definition for the term “Service Order” must be included, AT&T Texas prefers the NENA definition to that of UTEX. Christensen Direct at 27-28.		<i>appendix.</i>
AT&T § 51.1.113	AT&T: <u>“Service Provider Number Portability” (SPNP) is synonymous with Permanent Number Portability “PNP”.</u>	This is one of a number of terms used in the ICA for which AT&T Texas offers a definition to which UTEX objects, but UTEX offers no competing definition of its own. Nor did UTEX identify any problems with the proposed definition of this term in its testimony. These terms should be defined in the ICA to clearly describe what is meant when the terms are used in the ICA. AT&T Texas’ proposed definitions accurately reflect the intended use of the terms and are consistent with the law. Neinast Direct at 7-8.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
AT&T § 51.1.114	AT&T: “Service Switching Point”	Issue closed. Term withdrawn.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC</i>	<i>The Arbitrators conclude that this definition should not be included in the ICA because AT&T Texas has withdrawn it.</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
			<i>Issue 61, UTEX Position Statement.</i>	
UTEX § 51.108	UTEX: Service Switching Point (SSP) — A Service Switching Point denotes an End Office or Tandem which is equipped to query centralized databases.	This is one of a number of terms that UTEX has proposed to include in the ICA which AT&T Texas believes are not used and are also ambiguous. This definition is inaccurate and does not serve any purpose. Neinast Direct at 8-9. UTEX did not address its proposed definition in its testimony.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved a similar definition in the Docket No. 28821 CLEC Coalition ICA.</i>
UTEX § 51.109	UTEX: Serving Wire Center — The wire center from which a Party’s Customer’s designated Premises obtains connectivity to the Public Switched Telephone Network.	UTEX’s definition does not properly track the FCC’s definition found in 47 CFR § 69.2, which states that “Serving Wire Center” means the telephone company central office designated by the telephone company to serve the geographic area in which the interexchange carrier or other person’s point of demarcation is located.” AT&T Texas’ definition at § 51.1.138 more closely tracks the FCC’s definition and should be adopted. Hatch Direct at 27.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA.</i>
UTEX § 51.110	UTEX: Service(s) — Services, facilities, Ancillary Functions to the other Party. Also denotes the offering of Telecommunications	This is one of a number of terms that UTEX has proposed to include in the ICA which AT&T Texas believes are not used and are also ambiguous. This definition is inaccurate and does	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC</i>	<i>As there is no specific UTEX argument supporting inclusion, the Arbitrators concur with AT&T Texas and decline to adopt this definition.</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	and/or Enhanced/Information service to a Party's Customer.	not serve any purpose. Neinast Direct at 8-9. UTEX did not address its proposed definition in its testimony.	<i>Issue 61, UTEX Position Statement.</i>	
UTEX § 51.111	UTEX: Session Initiation Protocol (SIP) — SIP is an application layer control protocol for creating, modifying and terminating sessions with one or more participants. These sessions include VoIP traffic, of which IGI-POP traffic is a subset. SIP is a developing standard which follows the guidelines set out in the IETF document RFC 2543 and 3261.	This is one of a number of terms that UTEX has proposed to include in the ICA which AT&T Texas believes are ambiguous and inaccurate. AT&T Texas' network does not utilize SIP and thus this definition is unnecessary. This is another instance of UTEX lifting a term from its IGI-POP tariff and trying to place it in the ICA. Neinast Direct at 8-9. <i>See also</i> discussion of Issue NIM -1 and UTEX 24 in Section V.A of AT&T Texas' Brief.	<i>“UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<p><i>The Arbitrators conclude that UTEX is requesting SIP interconnection in this ICA and therefore this definition is appropriate.</i></p> <p><i>The Arbitrators conclude that VoIP and IGI-POP traffic are not defined terms, but that Internet Protocol (IP) is a well-defined term used in the industry. The Arbitrators further find that the definition of SIP is adequate with a reference to IP. Therefore, VoIP and IGI-POP are replaced with IP in the modified language.</i></p> <p><i>The Arbitrators adopt UTEX's proposed definition, as modified below.</i></p> <p><i>Session Initiation Protocol (SIP) — SIP is an application layer control protocol for creating, modifying, and terminating sessions using Internet Protocol with one or</i></p>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
				<i>more participants. These sessions include VoIP traffic, of which IGI POP traffic is a subset. SIP is a developing standard that follows the guidelines set out in the IETF document RFC 2543 and 3261.</i>
UTEX § 51.112	UTEX: Shared Facilities — A facility or equipment system or subsystem which can be used simultaneously by several customers.	This term is not used in any of the NIM attachments or in the Appendix ITR. The Commission should strike this term from the ICA. Boyd Direct at 38-39.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators concur with AT&T Texas and decline to adopt this definition.</i>
UTEX § 51.113	UTEX: Signaling Point of Interface — The Customer designated location where SS7 signaling information is exchanged between UTEX and the Customer, if the Customer directly connects to the SS7 “cloud” or if the customer obtains Signaling Transfer Point Access from a Party.	This term is not used in any of the NIM attachments or in the Appendix ITR. The Commission should strike this term from the ICA. Boyd Direct at 38-39.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators concur with AT&T Texas and decline to adopt this definition.</i>
AT&T § 51.1.115	AT&T: <u>“Signaling System 7” (SS7) means a signaling protocol used by</u>	UTEX’s proposed definition includes language that has no bearing on what SS7 is in regard	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law</i>	<i>The Arbitrators concur with AT&T and decline to adopt UTEX’s proposed definition.</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
UTEX § 51.114	<p><u>the CCS Network.</u></p> <p>UTEX: Signaling System 7 (SS7) — The common channel out of band signaling protocol developed by the Consultative Committee for International Telephone and Telegraph (CCITT) and the American National Standards Institute (ANSI). CCS is a form of SS7.</p>	to the ICA between it and AT&T Texas. Also, in direct conflict with AT&T Texas' proposed definition, UTEX's definition provides that "CCS is a form of SS7." SS7 is a protocol used by the CCS network. UTEX's proposed definition contains irrelevant and erroneous language and if used in the ICA could cause confusion. Hamiter Direct at 14-15.	<i>and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas's proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
AT&T § 51.1.116	<p>AT&T: <u>"Signal Transfer Point" (STP) performs a packet switching function that routes signaling messages among Service Switching Points (SSP), Service Control Points (SCP), Signaling Points (SP), and other STPs in order to set up calls and to query databases for Advanced Services.</u></p>	UTEX does not offer language for the definition of STP in its definitions. AT&T Texas believes this term, since it is part of the SS7 signaling network, should be defined and understood by both parties and included in the ICA. Hamiter Direct at 17.	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas's proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
UTEX § 51.115	<p>UTEX: Signaling Transfer Point Access — Allows the Customer to access a specialized switch which provides SS7 network access and performs SS7 messaging routing and screening.</p>	This term is not used in any of the NIM attachments or in the Appendix ITR. The Commission should strike this term from the ICA. Boyd Direct at 39.	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators concur with AT&T Texas and decline to adopt this definition.</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
UTEX § 51.116	UTEX: Situs — For service to ESPs, the point of hand off to/from the ESP customer shall be used to determine the origination and/or termination of traffic for rating and routing purposes. ESP traffic is considered to be jurisdictionally interstate.	This term is not used in any of the NIM attachments or in the Appendix ITR. The Commission should strike this term from the ICA. Boyd Direct at 39.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators concur with AT&T Texas and decline to adopt this definition.</i>
AT&T § 51.1.117	AT&T: “Special Billing Number”	Issue closed. Term withdrawn.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that this definition should not be included in the ICA because AT&T Texas has withdrawn it.</i>
AT&T § 51.1.118	AT&T: <u>“TX” means Texas.</u>	This should be non-controversial, but UTEX has not agreed to define “TX.” As an alternative, AT&T Texas is willing to withdraw its definition of “TX” provided the parties replace “TX” with “Texas” anywhere TX appears. Pellerin Direct at 63.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that this definition should be included in the ICA because it is reasonable.</i>
AT&T § 51.1.119 UTEX § 51.117	AT&T: “Special Request” or BFR means the process that prescribes the terms and conditions relating to a Party's request that the other Party provide a new or different Interconnection, Network	As discussed above, AT&T Texas believes that its definition of Bona Fide Request (“BFR”) is appropriate. It should be adopted instead of a definition for Special Request. If the ICA is to include a definition for Special Request, it should indicate that Special	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that the ICA should not include a definition for the term Special Request. The Arbitrators have adopted AT&T Texas’s proposed definition of BFR. Inclusion of a definition for the term Special Request is,</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	Element or Collocation. UTEX: Special Request — “Special Request” means the process that prescribes the terms and conditions relating to a Party’s request that the other Party provide a new or different Interconnection, Network Element or Collocation.	Request is just another name for BFR. UTEX wishes to omit the term BFR, which ignores the fact that the BFR process is an established and widely used process. BFR is a term that is widely recognized within the CLEC community and is in fact included in the terms and conditions of many other Texas CLEC ICAs. “Special Request,” as named by UTEX, is not universally recognized in ICAs as a means of requesting new or different Interconnection, network elements or collocation, and should not be included in this ICA. Niziolek Direct at 32-33.		<i>therefore, unnecessary and could cause confusion.</i>
AT&T § 51.1.120	AT&T: “Switched Access Detail Usage Data”	Issue closed. Term withdrawn.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that this definition should not be included in the ICA because AT&T Texas has withdrawn it.</i>
AT&T § 51.1.121 UTEX §§ 51.8, 51.118	AT&T: <u>“Switched Exchange Access Service” means the offering of transmission or switching services to Telecommunications Carriers for the purpose of the origination or termination of telephone</u>	AT&T Texas’ definition of the term Switched Exchange Access Service (GTC AT&T Section 51.1.121) accurately describes the service. It incorporates the Act’s definition of Exchange Access and further defines it as being a switched service offered to telecommunications carriers. It	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators note that the term “switched exchange access service” does not appear in the intercarrier compensation language approved by the Arbitrators in Attachment 6 to NIM: Intercarrier Compensation. Instead, the term “Switched</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	<p><u>toll service. Switched Exchange Access Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.</u></p> <p>UTEX:</p> <p>51.8 Access Service or Switched Access Service — Access to the switched network of an Exchange Carrier for the purpose of originating or terminating Legacy InterLATA or IntraLATA Interexchange Service.</p> <p>51.118 Switched Access — A service provided to Legacy IXC's whereby traffic to or from a Party's Customer is transported and switched through one or more LEC networks on behalf of a Legacy IXC. For purposes of this agreement, Switched Access is comprised of Feature Group B or Feature Group D traffic</p>	<p>also identifies the specific services (available to UTEX and other carriers via AT&T Texas' access tariffs) that are encompassed by this definition. This is the same definition the Commission adopted in Docket No. 28821 for the CLEC Coalition ICA. AT&T Texas' definition of Switched Exchange Access Service carries none of the inconsistencies found in UTEX's access-related definitions and, unlike UTEX's definitions, does not facilitate access avoidance. McPhee Direct at 21. <i>See also</i> discussion of "Legacy" above.</p> <p>UTEX proposes a single definition for "Access Service or Switched Access Service" as though these terms were interchangeable. They are not. While Switched Access Service is an access service, an access service is not necessarily Switched Access Service – special access service would also be considered an access service. AT&T Texas offers switched access and special access services via Sections 6 and 7, respectively, of FCC Tariff No. 73 and the Texas Access Service Tariff. Like the word access, access service is a generic term without</p>		<p><i>Access Service" does appear in the intercarrier compensation language approved by the Arbitrators in Attachment 6 to NIM: Intercarrier Compensation. The Arbitrators conclude that AT&T Texas's proposed definition should be adopted in the ICA because it clearly describes what is meant when the term "Switched Access Service" is used in the intercarrier compensation language approved by the Arbitrators. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA. The Arbitrators adopt AT&T Texas's proposed definition with modifications that delete the word "Exchange" from the term and correct a typographical error in the definition.</i></p> <p><i>"Switched Exchange Access Service" means the offering of transmission or switching services <u>services</u> to Telecommunications Carriers for the purpose of the origination or termination of telephone toll service. Switched Exchange Access</i></p>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
		any specific meaning. McPhee Direct at 19-20. <i>See also</i> discussion regarding “Access” and “Exchange Access” above. UTEX also proposes a separate definition for Switched Access from that for switched access service. Switched access and switched access service are the same thing – both involve the switching of end user traffic through the network on behalf of an IXC. McPhee Direct at 19-20.		<i>Services include: Feature Group A, Feature Group B, Feature Group D, 800/888 access, and 900 access and their successors or similar Switched Exchange Access Services.</i>
AT&T § 51.1.122	AT&T: <u>“Synchronous Optical Network” (SONET) is an optical interface standard that allows inter-networking of transmission products from multiple vendors. The base rate is 51.84 Mbps (“OC-1/STS-1”) and higher rates are direct multiples of the base rate, up to 13.22 Gbps.</u>	AT&T Texas’ proposed definition should be included in the ICA because it identifies transmission levels at which any carrier can interconnect with AT&T Texas. To not include this definition could lead to confusion on the part of the ordering carrier and, quite possibly, inadvertently cause incorrectly provisioned facilities on the part of AT&T Texas. UTEX has not proposed a definition for this term. Hamiter Direct at 12.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
UTEX § 51.119	UTEX: Tandem Network. The network of trunk groups for originating and/or terminating Telephone Exchange, Exchange Access and/or Information Access traffic between a single Access	This term is not used in any of the NIM attachments or in the Appendix ITR. The Commission should strike this term from the ICA. Boyd Direct at 39.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators concur with AT&T Texas and decline to adopt this definition.</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	Tandem or Local Tandem and Local Exchange Carrier Company end offices, IXC switches and/or CMRS carriers switching systems subtending that tandem.			
AT&T § 51.1.123	AT&T: <u>“Telecommunications” is As Defined in the Act.</u>	AT&T Texas’ reasonably points to the FTA to define this term. UTEX opposes this definition, but offers no competing definition. Pellerin Direct at 63. In fact, UTEX itself relies on the Act’s definition of “Telecommunications” in its testimony. Feldman Direct at 242-44. AT&T Texas’ language is appropriate since it identifies the source of the definition and would automatically incorporate any changes Congress might make to the definition as found in the Act.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
AT&T § 51.1.124	AT&T: <u>“Telecommunications Carrier” is As Defined in the Act.</u>	AT&T Texas’ reasonably points to the FTA to define this term. UTEX opposes this definition, but offers no competing definition. Pellerin Direct at 63. In fact, UTEX itself relies on the Act’s definition of “Telecommunications Carrier” in its testimony. Feldman Direct at 242. AT&T Texas’ language is appropriate since it identifies the source of the definition and would	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
		automatically incorporate any changes Congress might make to the definition as found in the Act.		
AT&T § 51.1.125	AT&T: <u>“Telecommunications Service” is As Defined in the Act.</u>	AT&T Texas’ reasonably points to the FTA to define this term. UTEX opposes this definition, but offers no competing definition. Pellerin Direct at 63. In fact, UTEX itself relies on the Act’s definition of “Telecommunications Service” in its testimony. Feldman Direct at 242-44. AT&T Texas’ language is appropriate since it identifies the source of the definition and would automatically incorporate any changes Congress might make to the definition as found in the Act.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
AT&T § 51.1.126 UTEX § 51.120	AT&T: <u>“Telephone Exchange Service” is As Defined in the Act.</u> UTEX: Telephone Exchange Service — (A) Service within a telephone exchange, or within a connected system of telephone exchanges within the same exchange area operated to furnish to subscribers intercommunicating service of the character ordinarily furnished by a	AT&T Texas’ reasonably points to the FTA to define this term. Pellerin Direct at 63. UTEX seems to agree that the FTA is the correct source for this definition. Feldman Direct at 243-44. The only difference is that UTEX proposes to set out the words of the FTA definition, while AT&T Texas proposes to simply reference the Act. <i>Id.</i> AT&T Texas’ language is preferable since it identifies the source of the definition and would automatically incorporate any changes Congress might make to	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	single exchange, and which is covered by the exchange service charge, or (B) comparable service provided through a system of switches, transmission equipment, or other facilities (or combination thereof) by which a subscriber can originate and terminate a telecommunications service.	the definition as found in the Act.		
AT&T § 51.1.127 UTEX § 51.121	AT&T: <u>“Telephone Toll Service” is As Defined in the Act.</u> UTEX: Telephone Toll Service — Telephone service between stations in different exchange areas for which there is made a separate charge not included in contracts with subscribers for exchange service. IGI-POP Services which exchange traffic within the LCA of the IGI-POP are not considered Telephone Toll Service.	AT&T Texas’ reasonably points to the FTA to define this term. Pellerin Direct at 63. UTEX seems to agree that the FTA is the correct source for this definition. Feldman Direct at 243, 252. But UTEX then attempts to add additional, irrelevant language to the definition that is not found in the FTA. <i>Id.</i> at 244. To the extent UTEX’s language properly mimics the FTA, the parties have no substantive difference; nonetheless, AT&T Texas’ language is preferable since it identifies the source of the definition and would automatically incorporate any changes Congress might make to the definition as found in the Act.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
AT&T § 51.1.128	AT&T: <u>“Third Party” means any Person other</u>	This term should be defined in the ICA to clearly describe what is	<i>“UTEX’s definitions are wholly compliant with Order No. 27.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	<u>than a Party.</u>	meant when it is used in the ICA. AT&T Texas' proposed definition accurately reflects the intended use of the term and is consistent with the law. UTEX offered no competing definition nor any testimony about this definition. Pellerin Direct at 63-64.	<i>And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
UTEX § 51.122	UTEX: TIPToP Service — A service offered by AT&T Texas pursuant to its Tariff FCC No 73 that is made to provide connectivity to the PSTN to providers of Voice over IP services.	UTEX seeks to define an AT&T Texas tariffed access service eligible for purchase by other carriers. That service is not contemplated under the terms of this ICA. TIPToP Service is not included in the ICA with the exception of UTEX's attempt to define it, and then only to use it in UTEX definitions for LCA and ESP Exemption, both of which are discussed above. UTEX's use of the term within the other definitions is to attempt to apply intercarrier compensation terms to IGI-POP Traffic and TIPToP service. Intercarrier compensations terms are appropriately addressed in NIM 6. McPhee Direct at 43.	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that UTEX's proposed definition should not be included in the ICA because the term "TIPToP Service" does not appear in the intercarrier compensation language proposed by the parties or approved by the Arbitrators in Attachment 6 to NIM: Intercarrier Compensation.</i>
AT&T § 51.1.129	AT&T: "Toll Billing Exception Service"	Issue closed. Term withdrawn.	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position</i>	<i>The Arbitrators conclude that this definition should not be included in the ICA because AT&T Texas has withdrawn it.</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
			<i>Statement.</i>	
AT&T § 51.1.130 UTEX § 51.123	<p>AT&T: <u>“Toll Free Service” is service provided with any dialing sequence that invokes toll-free, 800-like, service processing, for example for illustration only, 800 or 800-like services. Toll Free Service includes but is not limited to calls placed to 800/888 NPA Service Access Codes (SAC).</u></p> <p>UTEX: Toll Free — A term to describe a communications service which permits a call to be completed at a location without charge to the calling party. Access to the service is gained by dialing a ten (10) digit telephone number (e.g. NPA is 800, 866, 877, 888, etc) or if the call can be completed without the user having to dial 1+.</p>	<p>UTEX’s definition of toll free is generally any “free” call, whether it be a non “1+” dialed call, or a call to an 800 or similar NPA. By UTEX’s definition, a local call to a neighbor across the street from the dialing party is considered a “toll free” call. And while this is indeed a call without any toll charges, the term as typically used in the industry denotes an interexchange call whereby the called party pays the toll on behalf of the calling party, making the typically long-distance call free to the dialing end user. AT&T Texas limits its definition to services that are commonly referred to as “800” or “8YY” calls. The distinction from other, local albeit free calls, is necessary for purposes of determining appropriate intercarrier compensation. Local calls, such as a free call to a caller’s neighbor, are subject to local reciprocal compensation as Section 251(b)(5) traffic. 800 calls on the other hand, are subject to interstate or intrastate switched access charges, as they are most often interexchange, or “long-distance,” calls. McPhee Direct at 33-34.</p>	<p><i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i></p>	<p><i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the intercarrier compensation language approved by the Arbitrators in Attachment 6 to NIM: Intercarrier Compensation. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i></p>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
AT&T § 51.1.131	AT&T: “Translation Type”	Issue closed. Term withdrawn.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that this definition should not be included in the ICA because AT&T Texas has withdrawn it.</i>
AT&T § 51.1.132 UTEX § 51.124	AT&T: <u>“Trunk” means a communication line between two switching systems.</u> UTEX: Trunk — A communications path connecting two switching systems in a network, used in the establishment of an end-to-end connection.	A trunk is simply a single talk path (communication line) between two switches (switching systems.) UTEX’s definition improperly implies that a trunk is an end-to-end connection; a single trunk is only an end-to-end connection when it handles a call between two end users. Hamiter Direct at 8-11.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
AT&T § 51.1.134	AT&T: <u>“Unbundled Network Element” (UNE) is as defined in Appendix Unbundled Network Elements.</u>	AT&T Texas proposes to add language to the GTC definitions referencing that Unbundled Network Element is as defined in the Appendix Unbundled Network Element. UTEX has not indicated the basis for any objection to this seemingly uncontroversial language. Niziolek Direct at 27-28.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators do not adopt AT&T Texas’s proposed definition and instead adopt the definition approved in the Docket No. 28821 CLEC Coalition ICA, as follows:</i> <i>“‘Unbundled Network Element’ (UNE) means such network elements required to be unbundled under Section 251(c)(3) of the Act, as determined by effective FCC rules and orders.”</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
UTEX § 51.125	UTEX: UNE Completion Date — The date of the completion of all AT&T Texas responsibilities for deploying a UNE, including, but not limited to cross connects and/or splicing in the AT&T Texas central office, cross connects and/or splicing of fiber and copper in the feeder, distribution or drop sections of the loop, installation of the network interface device and/or installation of necessary drop and insert cards, and completion of terminal to terminal testing. UNE Completion is attained when AT&T Texas finishes all required activities necessary turn up a UNE for service pursuant to this Agreement.	This term is not used in the contract language AT&T Texas proposes. Completion dates are made clear throughout AT&T Texas' proposed contract language. Hatch Direct at 23-24.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that UTEX’s proposed definition should not be included in the ICA because the term does not appear in the UNE language approved by the Arbitrators.</i>
UTEX § 51.126	UTEX: Universal Emergency Telephone Number (911) Service — The number “911” has been designated for the use of Public Safety Agencies having responsibility to protect	UTEX’s definition for “Universal Emergency Telephone Number (911) Service” should be rejected because the term is not used in the ICA. The E911 attachment does use the term “Universal Emergency Number Service,” but that term is properly defined in	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators concur with AT&T Texas and decline to adopt this definition.</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	the safety and property of the general public. 911 Services provide the public with a means of simple and direct telephone access to a public safety answering point. In some instances, 911 may be “basic” or “enhanced” 911. In some instances, connection to a 911 Public Safety Agency may be provided through use of a regular 7 or 10 digit NANP address.	the E911 attachment and is undisputed. Pellerin Direct at 64.		
AT&T § 51.1.135	AT&T: <u>“Virtual Collocation” is as defined in Appendix Virtual Collocation.</u>	AT&T Texas proposes to add language to the GTC definitions referencing that Physical Collocation is as defined in the Appendix Physical Collocation. UTEX has not indicated the basis for any objection to this seemingly uncontroversial language. Niziolek Direct at 11.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
UTEX § 51.127	UTEX: VoIP — A “telephony” application made possible by the Internet Protocol. VoIP may involve use of a purely private IP network or it may involve use of the public Internet in whole or in part.	VoIP is a technology to transmit voice over a data network using the Internet Protocol. AT&T Texas’ network does not use Internet Protocol at this time; therefore VoIP does not traverse AT&T Texas’ circuit-switched network. Neinast Direct at 17. The definition is unnecessary. UTEX’s use of the term is	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that UTEX’s proposed definition should not be included in the ICA because the term does not appear in the intercarrier compensation language proposed by the parties or approved by the Arbitrators in Attachment 6 to NIM: Intercarrier Compensation.</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
		confined only to other UTEX-proposed definitions, Session Initiation Protocol and Light Regulatory Touch, both of which AT&T Texas disputes. McPhee Direct at 41.		
AT&T § 51.1.136 UTEX § 51.128	<p>AT&T: <u>“Wire Center” is the location of one or more local switching systems. A point at which End User’s loops within a defined geographic area converge. Such local loops may be served by one (1) or more Central Office Switches within such premises.</u></p> <p>UTEX: Wire Center — A building in which one or more central offices, used for providing connectivity to the Public Switched Telephone Network as part of Telephone Exchange, Exchange Access, information access or Telephone Toll Services, are located. A Wire Center may also be an aggregation point for purposes of or supporting the provision of other telecommunications or enhanced/information Services.</p>	<p>UTEX’s definition is vague and expands the meaning of the term beyond what is appropriate. UTEX would include in the definition “an aggregation point for the purposes of supporting the provision of other telecommunications or enhanced/information services.” This is much broader than the FCC’s definition of the term, found in 47 CFR § 54.5: “A wire center is the location of an incumbent LEC local switching facility containing one or more central offices, as defined in the Appendix to part 36 of this chapter. The wire center boundaries define the area in which all customers served by a given wire center are located.” Hatch Direct at 25-26.</p> <p>The Commission should approve AT&T Texas’ definition because it more closely tracks and is consistent with the FCC’s definition in 47 CFR § 54.5, and the FCC’s definition of wire center in Appendix 36 (“ “[A] switching unit in a telephone</p>	<p><i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i></p>	<p><i>The Arbitrators find that UTEX’s proposed definition is overly broad and adds unnecessary terms.</i></p> <p><i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i></p>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
		system which provides service to the general public, having the necessary equipment and operations arrangements for terminating and interconnecting subscriber lines and trunks or trunks only.”) Hatch Direct at 25-26.		
AT&T § 51.1.137	AT&T: <u>“Main Distribution Frame” (MDF) is termination frame for outside facility and inter-exchange office equipment at the central office for DS-0 and DSL services.</u>	This term is used in the ICA and should be defined to clearly describe what is meant when it is used. AT&T Texas’ proposed definition accurately reflects the intended use of the term and is consistent with the law. UTEX objects, but UTEX offers no competing definition of its own. Hatch Direct at 22-23; <i>see also</i> Hamiter Direct at 40-41.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
AT&T § 51.1.138	AT&T: <u>“Serving Wire Center” (SWC) means a Wire Center that serves the area in which the other Party’s or a third party’s Wire Center, aggregation point, point of termination, or point of presence is located.</u>	47 CFR § 69.2 provides that “Serving Wire Center means the telephone company central office designated by the telephone company to serve the geographic area in which the interexchange carrier or other person’s point of demarcation is located.” AT&T Texas’ definition at § 51.1.138 more closely tracks the FCC’s definition that UTEX’s proposed § 51.1.109 and should be adopted. Hatch Direct at 27.	<i>“UTEX’s definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T’s.” Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
AT&T § 51.1.139	AT&T: <u>“Universal Digital Loop Carrier” (UDLC)</u>	This term is used in the ICA and should be defined to clearly	<i>“UTEX’s definitions are wholly compliant with Order No. 27.</i>	<i>The Arbitrators conclude that AT&T Texas’s proposed</i>

GTC Sections	Disputed Language	AT&T TEXAS Position	UTEX Position	Arbitrators' Decision
	<u>describes a DLC system that has a Central Office terminal channel bank that is connected to the CO switches on the analog side.</u>	describe what is meant when it is used. AT&T Texas' proposed definition accurately reflects the intended use of the term and is consistent with the law. UTEX objects, but UTEX offers no competing definition of its own. Hatch Direct at 22-23.	<i>And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>definition should be included in the ICA because it clearly describes what is meant when this term is used in the ICA. Furthermore, the Commission approved this definition in the Docket No. 28821 CLEC Coalition ICA.</i>
AT&T § 51.1.140	<u>AT&T: "Line Side" refers to End Office switch connections that have been programmed to treat the circuit as a local line connected to a terminating station (e.g., an ordinary subscriber's telephone station set, a PBX, answering machine, facsimile machine or computer). Line Side connections offer only those transmission and signal features appropriate for a connection between an End Office and such terminating station.</u>	Issue closed. Term withdrawn.	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that this definition should not be included in the ICA because AT&T Texas has withdrawn it.</i>
AT&T § 51.1.141	<u>AT&T: "Tape Load Facility"</u>	Issue closed. Term withdrawn.	<i>"UTEX's definitions are wholly compliant with Order No. 27. And they are consistent with law and precise. The same cannot be said about AT&T's." Joint Ex. 1, Joint DPL, at AT&T GTC Issue 61, UTEX Position Statement.</i>	<i>The Arbitrators conclude that this definition should not be included in the ICA because AT&T Texas has withdrawn it.</i>

